

EXHIBIT 23

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

Name: Cruz Vazquez, Felipe De Jesus

Court Room: 12

For: 11/02/16 09:00 AM

Case #: 2015014958 M A

Atty Name: Rebekah Mathis, PD

Case Status: Dismissed

Mand. App: Yes

Release Status: Discharged by Court

Charging Document: Complaint

Bail Set Amt: \$0.00

Defendant InformationBooking Information

BI Number: 417154

DOJ Report #: 1997486

DR #: 150010494

Arrest Date:

Issuing Agency: VCSH

Violation Location: County of Ventura

DOB: 1982

Sex: Male

Hair: Brown

Eyes: Brown

Height: 5' 9"

Weight: 160

Race: Hispanic/Latin/Mexican

Alias Type	Name	Entered
Alias	Cruz, Felipe	01/28/2016 09:43 AM
Alias	Cruz-vasquez, Felipe Dejesus	05/29/2015 03:14 PM
Alias	Cruz-vazquez, Felipe De Jesus	02/09/2015 07:13 AM
Alias	Cruz-vazquez, Felipe Dejesus	03/06/2015 12:22 AM
Alias	Vazquez, Felipe	01/28/2016 09:44 AM
Real Name	Cruz-vazquez, Felipe De Jesus	02/06/2015 03:46 PM

Violations

Cnt	S/A	Off Lvl	Plea	Dt Plea	Disposition	Dt Dispo	Bail Schedule
1		M 11377(a) HS			Dismissed	11/02/16	\$5,000.00
	05/09/15	Possession of a Controlled Substance (Prop 47)					
2		M 11550(a) HS			Dismissed	11/02/16	\$5,000.00
	05/09/15	Under Influence of a Controlled Substance					

Docket Dt	Seq	Code	Text
02/11/2016	1	FLEDC	Complaint submitted for filing by VCDA on 2/11/2016 00:00:00 .
	3	FLECT	Misdemeanor charge 11377(a) HS filed as count 1 with violation date of 05/09/15 18:45:00 .
	4	FLECT	Misdemeanor charge 11550(a) HS filed as count 2 with violation date of 05/09/15 18:45:00 .
	5	CLADD	Case calendared to 03/10/16 at 08:00 AM in VTRAF for Judge Sent To Judge - Warrant Request .
	8	WRDEC1	Warrant Declaration forwarded to Judge Murphy, Patricia M for review and signature. No case file routed for this request.
	10	FLD3	Warrant Declaration filed on 02/11/16 .

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

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Court Room: 12

For: 11/02/16 09:00 AM

Case #: 2015014958 M A

Atty Name: Rebekah Mathis, PD

Case Status: Dismissed

Mand. App: Yes

Release Status: Discharged by Court

Charging Document: Complaint

Bail Set Amt: \$0.00

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
02/11/2016	11	WRAW	Declaration for Warrant of Arrest signed by Judge Murphy, Patricia M . Bail set at \$5,000.00 . Warrant type to issue: Warrant of Arrest . Release status is Mandatory Appearance
03/11/2016	1	CLADD	Case calendared to 03/14/16 at 01:30 PM in Courtroom 13 for Arraignment Warrant .
03/14/2016	1	HHELD	<u>Arraignment Warrant Heard in Courtroom 13 on Mar 14, 2016 at 01:30 PM .</u>
	2	OFJUD	Judge - Wright, Ryan J .
	3	OFJA	Judicial Assistant - Barretto, K .
	4	OFREP	Court Reporter - Sebesta, Becky is present.
	5	PP	The defendant is present in court.
	6	OFI	Spanish interpreter Ebder , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	7	ATPD	The Public Defender has been appointed. The following information is printed at the request of the Public Defender's Office. You must call the Public Defender's Office in one week to obtain the name of your attorney. Note: The attorney you had at arraignment may not be your trial attorney. The Public Defender's office is located on the second floor of the Hall of Justice, Room 207. To set up an appointment, you can call (805) 654-2201 or use one of the toll-free numbers for the cities listed: Oxnard, Camarillo 385-8600; Fillmore, Malibu, Moorpark, Newbury Park, Oak Park, Piru, Santa Paula, Simi Valley, Somis, Thousand Oaks, Westlake/Agoura 1-800-660-5474. If you use one of these numbers, ask the operator to connect you with the Public Defender's Office. If you remain in custody, please call *9005# from the jail in one week to discuss your case. You are to pay a \$50.00 registration fee for representation by counsel pursuant to 987.5 PC. This is to be paid forthwith to the Ventura County Superior Court's Collection Unit, Room 205.
	8	PPD	Public Defender Harmon is present in court.
	9	PPDA	Deputy District Attorney Catapang present.
	10	CLCONT	Case continued to 03/23/16 at 01:30 PM in Courtroom 12 for Arraignment Continued Arraignment .
	11	WVT	Time waived.
	12	BLCUR	Defendant remanded to custody of Sheriff in lieu of bail in the amount of \$5,000.00 .
03/23/2016	1	HHELD	<u>Arraignment Continued Arraignment Heard in Courtroom 12 on Mar 23, 2016 at 01:30 PM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Hernandez, C .

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

Name: Cruz Vazquez, Felipe De Jesus

Court Room: 12

For: 11/02/16 09:00 AM

Case #: 2015014958 M A

Atty Name: Rebekah Mathis, PD

Case Status: Dismissed

Mand. App: Yes

Release Status: Discharged by Court

Charging Document: Complaint

Bail Set Amt: \$0.00

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
03/23/2016	4	OFREP	Court Reporter - Lee, Mary is present.
	5	PP	The defendant is present in court.
	6	OFI	Spanish interpreter Herrera , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	7	PPD	Public Defender Mathis is present in court.
	8	PPDA	Deputy District Attorney Dunlevy present.
	9	MHDBT	The Defense declares a doubt as to defendant's mental competency.
	10	CODA	The court appoints Ruddock, Amber C to examine defendant pursuant to 1368 PC .
	11	MHCP	Criminal proceedings are suspended and civil proceedings are instituted.
	12	RQCONT	Defense request for continuance is granted.
	13	CLCONT	Case continued to 04/29/16 at 09:00 AM in Courtroom 12 for Hearing Competency Hearing .
	14	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$5,000.00 .
	15	BLOTA	The court orders you to appear.
04/29/2016	1	HHELD	<u>Hearing Competency Hearing Heard in Courtroom 12 on Apr 29, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Biter, Denise is present.
	5	PP	The defendant is present in court.
	6	PPDA	Deputy District Attorney Day present.
	7	OFI	Spanish interpreter Lessing , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	8	PPD	Public Defender mathis by Zide is present in court.
	9	CLCONT	Case continued to 05/25/16 at 09:00 AM in Courtroom 12 for Hearing Competency Hearing .
	10	OFIR	Spanish language Interpreter required for future hearing.
	11	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$5,000.00 .
	12	BLOTA	The court orders you to appear.

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

Name: Cruz Vazquez, Felipe De Jesus Court Room: 12 For: 11/02/16 09:00 AM
Case #: 2015014958 M A Atty Name: Rebekah Mathis, PD
Case Status: Dismissed Mand. App: Yes
Release Status: Discharged by Court
Charging Document: Complaint Bail Set Amt: \$0.00

Docket Dt	Seq	Code	Text
05/25/2016	1	HHELD	<u>Hearing Competency Hearing Heard in Courtroom 12 on May 25, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Kalla, Deborah-Ann D is present.
	5	PP	The defendant is present in court.
	6	OFI	Spanish interpreter Lessing , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	7	PPD	Public Defender Mathis by Zide is present in court.
	8	PPDA	Deputy District Attorney Lee present.
	9	FLDR	Court orders the report from Doctor Ruddock be filed.
	10	FCFREE	Both parties submit on the doctor's report
	11	MHPLR	Referred to the MHM Services of California, Inc. for Placement Recommendation. (Felony)
	12	MHI	The court finds the defendant is incompetent to stand trial, understand proceedings or cooperate with counsel; pursuant to the provisions of Section 1368 of the Penal Code.
	13	CLCONT	Case continued to 06/15/16 at 09:00 AM in Courtroom 12 for Hearing On Placement .
	14	OFIR	Spanish language Interpreter required for future hearing.
	15	NTMHM	You are referred to the Community Program Director at MHM Services of California, Inc., 40 W. Santa Clara Street, Ventura, Ca. 93001; (Phone (805) 667-8890).
	16	BLOTA	The court orders you to appear.
	17	BLCUR	Defendant remanded to custody of Sheriff in lieu of bail in the amount of \$0.00 .
	19	FCFREE	A copy of Dr. Ruddock's report and minute order faxed to MHM Services on 5/25/16 at 1:40 p.m.
06/15/2016	0	FCFREE	PC 1601(a) Placement Evaluation received from MHM Services, Marcus Lopez, and forwarded to courtroom 12.
	1	HHELD	<u>Hearing On Placement Heard in Courtroom 12 on Jun 15, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Ruiz, Stephanie is present.
	5	PP	The defendant is present in court.

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

Name: **Cruz Vazquez, Felipe De Jesus** Court Room: 12 For: 11/02/16 09:00 AM
Case #: **2015014958 M A** Atty Name: Rebekah Mathis, PD
Case Status: Dismissed Mand. App: Yes
Release Status: Discharged by Court
Charging Document: Complaint Bail Set Amt: \$0.00

<u>Docket Dt</u>	<u>Seg</u>	<u>Code</u>	<u>Text</u>
06/15/2016	6	OFI	Spanish interpreter Herrera , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	7	PPD	Public Defender Mathis by Zide is present in court.
	8	PPDA	Deputy District Attorney Day present.
	9	FLD3	Report from MHM Services, Inc filed on 06/15/16 .
	10	MHDH	Defendant is committed to Department of State Hospitals pursuant to 1370 PC .
	11	MHMAX	The court finds the maximum time for which defendant may be committed is 1 Year(s) . Committment ends on 06/15/17 .
	12	MHPLA	Placement: any State Hospital.
	13	MHCTS	Credit of Actual - 99 days, 4019(b) PC - 98 days, State Institution- 0 days, for a total of 107 days.
	14	MHMED	Court authorizes any State Hospital to administer involuntary antipsychotic medication to the defendant pursuant to 1370(a)(2)(b) PC.
	15	CLCONT	Case continued to 07/08/16 at 09:00 AM in Courtroom 12 for Mental Health Civil Commitment Non-appearance To Confirm Facility Placement .
	16	JLNON	The above hearing is a non-appearance for the defendant. Defendant is not to be transported to the hearing.
	17	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
06/24/2016	1	FCFREE	Patton packet sent to transportation
07/08/2016	1	HHELD	<u>Mental Health Civil Commitment Non-appearance To Confirm Facility Placement Heard in Courtroom 12 on Jul 08, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Barron, Jennifer is present.
	5	PP	The defendant is present in court.
	6	PPDA	Deputy District Attorney Day, Rebecca L present.
	7	PPD1	Public Defender Zide, Gay is present and is standing in for Mathis, Rebekah .

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

Name: Cruz Vazquez, Felipe De Jesus

Court Room: 12

For: 11/02/16 09:00 AM

Case #: 2015014958 M A

Atty Name: Rebekah Mathis, PD

Case Status: Dismissed

Mand. App: Yes

Release Status: Discharged by Court

Charging Document: Complaint

Bail Set Amt: \$0.00

<u>Docket Dt</u>	<u>Seg</u>	<u>Code</u>	<u>Text</u>
07/08/2016	8	OFI	Spanish interpreter Bueno , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	9	CLCONT	Case continued to 07/29/16 at 09:00 AM in Courtroom 12 for Mental Health Civil Commitment Non-appearance To Confirm Facility Placement .
	10	OFIR	Spanish language Interpreter required for future hearing.
	11	JLNON	The above hearing is a non-appearance for the defendant. Defendant is not to be transported to the hearing.
	12	MHTRANSM	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton State Hospital . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
07/29/2016	1	HHELD	<u>Mental Health Civil Commitment-criminal Matter Non-appearance To Confirm Facility Placement Heard in Courtroom 12 on Jul 29, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Diaz, S .
	4	OFREP	Court Reporter - Castro, Marie is present.
	5	PPDA	Deputy District Attorney Day, Rebecca L present.
	6	PPNT	Defendant is not present in court. Defendant is currently in custody and was not transported to court for this case.
	7	PPD1	Public Defender Zide, Gay is present and is standing in for Mathis, Rebekah .
	8	CLCONT	Case continued to 08/19/16 at 09:00 AM in Courtroom 12 for Mental Health Civil Commitment-criminal Matter Non-appearance To Confirm Facility Placement .
08/19/2016	1	HHELD	<u>Mental Health Civil Commitment-criminal Matter Non-appearance To Confirm Facility Placement Heard in Courtroom 12 on Aug 19, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Wu, Mary is present.
	5	PPDA	Deputy District Attorney Day, Rebecca L present.
	6	PPN	The defendant is not present in court.
	7	PPD1	Public Defender Tucker, Randy is present and is standing in for Mathis, Rebekah .
	8	CLOC	The case is off calendar-no action is taken.

MINUTE ORDER

Case Number 2015014958 M A

People Vs Cruz Vazquez, Felipe De Jesus

Name: Cruz Vazquez, Felipe De Jesus

Court Room: 12

For: 11/02/16 09:00 AM

Case #: 2015014958 M A

Atty Name: Rebekah Mathis, PD

Case Status: Dismissed

Mand. App: Yes

Release Status: Discharged by Court

Charging Document: Complaint

Bail Set Amt: \$0.00

<u>Docket Dt</u>	<u>Seg</u>	<u>Code</u>	<u>Text</u>
08/31/2016	0	FCRCMH	Faxed Copy of PC 1370 Court Report dated 08/29/16 received from Patton State Hospital.
09/02/2016	0	FCFREE	Copy of Original PC 1370 Court Report dated 08/29/16 filed in 2016009426
11/01/2016	1	CLADD	Case calendared to 11/02/16 at 09:00 AM in Courtroom 12 for Miscellaneous Reference .
11/02/2016	1	HHELD	<u>Miscellaneous Reference Heard in Courtroom 12 on Nov 02, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Rodriguez, Christina is present.
	5	PP	The defendant is present in court.
	6	OFI	Spanish interpreter Verdiny , is present and interprets for the defendant. (Badge verified, oath on file, certification number stated on the record.)
	7	PPD	Public Defender Mathis, Rebekah is present in court.
	8	PPDA	Deputy District Attorney Byrne, Maureen A present.
	9	CONUNC	Nunc Pro Tunc:
	10	MHCP2	Civil proceedings are ordered suspended and criminal proceedings are reinstated.
	11	DMISS	The case is dismissed pursuant to 1385 PC ; re: Interest of justice on the motion of People .
	12	JLDSH	Defendant is ordered discharged from custody on this case.

I have received a copy of these conditions. I understand and agree to each of the conditions listed above.

Date
(Fecha)

Defendant's Signature
(Firma)

Defendant's Telephone #
(Telefono)

Defendant's Address
(Domicilio)

Explained/Translated By

Defendant's City, State and Zip Code
(Ciudad, Estado, yCodigo Postal)

I hereby certify that the annexed document
is a true and correct printout of the data as it
appeared on our court computer as of

SEP 11 2017

MICHAEL D. PILANET,
Executive Officer and Clerk

By

Deputy Clerk

Ashley Grande



EXHIBIT 24

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
 Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
 Case Status: Convicted Mand. App: Yes
 Release Status: On probation
 Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

Defendant Information

Booking Information

DOB: 1985

BI Number: 322202

DOJ Report #: 2013727

DR #: 15-2091740

Arrest Date:

Issuing Agency: VCSH

Violation Location: County of Ventura

Sex: Male

Hair: Brown

Eyes: Blue

Height: 6' 1"

Weight: 180

Race: White

Alias Type

Name

Entered

Alias	Cannaday, Jacob Timothy	02/25/2013 10:08 AM
Alias	Cannady, Jacob Timothy	12/27/2008 07:41 AM
Alias	Hooper, Jacob Timothy	01/29/2004 04:51 PM
Alias	Kannaday, Jacob	03/31/2005 04:41 PM
Alias	Kannaday, Jacob Timothy	02/21/2005 05:02 PM
Unknown	Cannday, Jacob Timothy	02/17/2015 01:51 PM

Violations

Cnt	S/A	Off Lvl	Plea	Dt Plea	Disposition	Dt Dispo	Bail Schedule
1	F	594(b)(1) PC	Guilty	11/04/16	Pled guilty	11/04/16	\$10,000.00
		12/28/15 Vandalism over \$400					

Sentence

Dt Sent	Sentence	Disposition
12/07/16	36 Month(s) Probation	Active
	509 Day(s) Jail	Completed
	Restitution	Active
01/18/17	\$4,008.25 Dollars Restitution	Active
01/24/17	60 Day(s) Jail	Completed
05/25/17	60 Day(s) Jail	Active

Fiscal

Component	Due	Balance
PA	\$31.00	\$31.00
Fees	\$1,672.51	\$1,672.51
Victim Restitution	\$4,008.25	\$4,008.25
Case Total:	\$5,711.76	\$5,711.76

Docket Dt

Seq

Code

Text

12/31/2015	1	FLEDC	Complaint submitted for filing by VCDA on 12/31/2015 00:00:00 .
	3	FLECT	Felony charge 594(b)(1) PC filed as count 1 with violation date of 12/28/15 00:00:00 .

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
12/31/2015	4	CLADD	Case calendared to 12/31/15 at 01:30 PM in 13 for Arraignment First Appearance .
	7	HHELD	<u>Arraignment First Appearance Heard in Courtroom 13 on Dec 31, 2015 at 01:30 PM .</u>
	8	OFJUD	Judge - Bennett, Jeffrey G .
	9	OFJA	Judicial Assistant - Wortman, J .
	10	OFREP	Court Reporter - Tillquist, Kathleen L is present.
	11	PP	The defendant is present in court.
	12	PPDA	Deputy District Attorney Bohl present.
	13	ATPD	The Public Defender has been appointed. The following information is printed at the request of the Public Defender's Office. You must call the Public Defender's Office in one week to obtain the name of your attorney. Note: The attorney you had at arraignment may not be your trial attorney. The Public Defender's office is located on the second floor of the Hall of Justice, Room 207. To set up an appointment, you can call (805) 654-2201 or use one of the toll-free numbers for the cities listed: Oxnard, Camarillo 385-8600; Fillmore, Malibu, Moorpark, Newbury Park, Oak Park, Piru, Santa Paula, Simi Valley, Somis, Thousand Oaks, Westlake/Agoura 1-800-660-5474. If you use one of these numbers, ask the operator to connect you with the Public Defender's Office. If you remain in custody, please call *9005# from the jail in one week to discuss your case. You are to pay a \$50.00 registration fee for representation by counsel pursuant to 987.5 PC. This is to be paid forthwith to the Ventura County Superior Court's Collection Unit, Room 205.
	14	PPD	Public Defender Jenkins is present in court.
	15	FLDPTRA	Pre-Trial Risk Assessment form is filed in court. Defense request for an Own Recognizance Release is DENIED .
	16	PLNG1	Arraignment waived, a plea of not guilty is entered as to all counts.
	17	CLCONT	Case continued to 01/12/16 at 01:30 PM in Courtroom 12 for EARLY DISPOSITION CONFERENCE .
	18	CLCONT	Case continued to 01/14/16 at 08:15 AM in Courtroom 14 for PRELIMINARY EXAMINATION
	19	FCLDAYPE	Last day for preliminary examination is 01/15/16 .
	20	BLCUR	Defendant remanded to custody of Sheriff in lieu of bail in the amount of \$10,000.00 .
	21	BLOTA	The court orders you to appear.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
 Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
 Case Status: Convicted Mand. App: Yes
 Release Status: On probation
 Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

Docket Dt	Seq	Code	Text
01/12/2016	1	HHELD	<u>EARLY DISPOSITION CONFERENCE Heard in Courtroom 12 on Jan 12, 2016 at 01:30 PM.</u>
	2	OFJUD	Judge - Hirsch, David .
	3	OFJA	Judicial Assistant - Hernandez, C .
	4	OFREP	Court Reporter - Castro, Marie is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis is present in court.
	7	PPDA	Deputy District Attorney Dunlevy present.
	8	RQD	Defense request re: to represent himself is denied by the Court.
	9	MHDBT	The Defense declares a doubt as to defendant's mental competency.
	10	CODA	The court appoints Valter, Marlene to examine defendant pursuant to 1368 PC .
	11	MHCP	Criminal proceedings are suspended and civil proceedings are instituted.
	12	CLVAC	Calendar line set for 01/14/16 at 08:15 AM in Courtroom 14 for PRELIMINARY EXAMINATION is now vacated.
	13	CLCONT	Case continued to 02/02/16 at 09:00 AM in Courtroom 12 for Hearing Competency Hearing .
	14	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$10,000.00 .
	15	BLOTA	The court orders you to appear.
01/15/2016	1	FCFREE	Dignostician Evaluation Notice mailed on 1/15/16
02/01/2016	1	FLD3	Forensic Mental Health Assessment: Competency to Stand Trial filed on 02/01/16 .
02/02/2016	1	HHELD	<u>Hearing Competency Hearing Heard in Courtroom 12 on Feb 02, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Barron, Jennifer is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis by Bautista is present in court.
	7	PPDA	Deputy District Attorney Karr present.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
 Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
 Case Status: Convicted Mand. App: Yes
 Release Status: On probation
 Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
02/02/2016	8	WVJT	People waives jury.
	9	WVJT	Defense waives jury.
	10	MHI	The court finds the defendant is incompetent to stand trial, understand proceedings or cooperate with counsel; pursuant to the provisions of Section 1368 of the Penal Code.
	11	MHPLR	Referred to the MHM Services of California, Inc. for Placement Recommendation. (Felony)
	12	CLCONT	Case continued to 02/23/16 at 09:00 AM in Courtroom 12 for Mental Health Civil Commitment Placement .
	13	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$10,000.00 .
	14	BLOTA	The court orders you to appear.
	16	FCFREE	Faxed copy of Minute Order and Dr. Report to MHM Services on 2/2/16 at 11:05 a.m.
02/22/2016	1	FCFREE	PC 1601(a) Placement Evaluation dated 2/19/16 received from M. Lopez 2/22/16 and forwarded to courtroom 12.
02/23/2016	1	HHELD	<u>Mental Health Civil Commitment Placement Heard in Courtroom 12 on Feb 23, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Rodriguez, Christina is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Benthale for Lewis is present in court.
	7	PPDA	Deputy District Attorney Karr present.
	8	FLD3	Placement Evaluation by MHM Services, Inc. filed on 02/23/16 .
	9	MHDH	Defendant is committed to Department of State Hospitals pursuant to 1370 PC .
	10	MHMAX	The court finds the maximum time for which defendant may be committed is 36 Month(s) . Commitment ends on 02/22/19 .
	11	MHCTS	Credit of Actual - 57 days, 4019(b) PC - 56 days, State Institution- 0 days, for a total of 113 days.
	12	MHPLA	Placement: any state hospital State Hospital.
	13	CLCONT	Case continued to 03/15/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: **Hooper, Jacob Timothy** Court Room: 14 For: 05/25/17 01:30 PM
Case #: **2015040867 F A** Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
02/23/2016	14	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
03/04/2016	1	MHPRI	The mental health commitment packet for Patton was sent to transportation on 03/04/16 .
03/15/2016	1	HHELD	<u>Miscellaneous Review Heard in Courtroom 12 on Mar 15, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Solis, Rebecca is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis is present in court.
	7	PPDA	Deputy District Attorney Poore present.
	8	CLCONT	Case continued to 03/22/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .
	9	FCNON	The above hearing is a non-appearance for the defendant.
	10	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
03/22/2016	1	HHELD	<u>Miscellaneous Review Heard in Courtroom 12 on Mar 22, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Espino, J .
	4	OFREP	Court Reporter - Peters, Anne is present.
	5	PP	The defendant is present in court.
	6	PPDA	Deputy District Attorney Thrift present.
	7	PPD	Public Defender Lewis by Zide is present in court.
	8	CLCONT	Case continued to 03/29/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .
	9	FCNON	The above hearing is a non-appearance for the defendant.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
03/22/2016	10	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton State Hospital . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
03/29/2016	1	HHELD	<u>Miscellaneous Review Heard in Courtroom 12 on Mar 29, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Castro, Marie is present.
	5	PP	The defendant is present in court.
	6	PPDA	Deputy District Attorney Simon present.
	7	PPD	Public Defender Lewis by Zide is present in court.
	8	CLCONT	Case continued to 04/08/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .
	9	FCNON	The above hearing is a non-appearance for the defendant.
	10	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton State Hospital . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
04/08/2016	1	HHELD	<u>Miscellaneous Review Heard in Courtroom 12 on Apr 08, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Castro, Marie is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis is present in court.
	7	PPDA	Deputy District Attorney Day present.
	8	CLCONT	Case continued to 04/22/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .
	9	FCNON	The above hearing is a non-appearance for the defendant.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
04/08/2016	10	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
04/22/2016	1	HHELD	<u>Miscellaneous Review Heard in Courtroom 12 on Apr 22, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Perez, Melissa is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis by Taylor is present in court.
	7	PPDA	Deputy District Attorney Hanley present.
	8	MHMED	Court authorizes Patton State Hospital to administer involuntary antipsychotic medication to the defendant pursuant to 1370(a)(2)(b) PC.
	9	CLCONT	Case continued to 05/06/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .
	10	FCNON	The above hearing is a non-appearance for the defendant.
	11	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
05/06/2016	1	HHELD	<u>Miscellaneous Review Heard in Courtroom 12 on May 06, 2016 at 09:00 AM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Solis, Rebecca is present.
	5	PP	The defendant is present in court.
	6	PPDA	Deputy District Attorney Day present.
	7	PPD	Public Defender Lewis by Zide is present in court.
	8	CLCONT	Case continued to 05/27/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review .
	9	JLNON	The above hearing is a non-appearance for the defendant. Defendant is not to be transported to the hearing.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

Docket Dt	Seq	Code	Text
05/06/2016	10	MHTRANS	The defendant is remanded forthwith to the custody of the Sheriff. The Sheriff is ordered to transport the defendant to Patton State Hospital . Without further order of the court, the Sheriff's department is directed to redeliver the defendant to court upon receiving a copy of certification of restoration from the state hospital or treatment facility.
05/23/2016	1	HHELD	<u>Mental Health Civil Commitment Non-appearance To Confirm Facility Placement Heard in Courtroom 13 on May 23, 2016 at 01:30 PM .</u>
	2	OFJUD	Judge - Wright, Ryan J .
	3	OFJA	Judicial Assistant - Barretto, K .
	4	PPNT	Defendant is not present in court. Defendant is currently in custody and was not transported to court for this case.
	5	PPDA	Deputy District Attorney park present.
	6	OFREP	Court Reporter - Wu, Mary is present.
	7	FLD3	Order to Show Cause filed on 05/23/16 .
	8	CLCONT	Case continued to 06/13/16 at 01:30 PM in Courtroom 13 for Hearing Order To Show Cause .
	9	FCNON	The above hearing is a non-appearance for the defendant.
	10	CLVAC	Calendar line set for 05/27/16 at 09:00 AM in Courtroom 12 for Miscellaneous Review is now vacated.
05/24/2016	1	FLD3	Verified Petition in Support of Order to Show Cause filed on 05/24/16 .
	2	FLD3	Declaration of Yasmin Morrison in Support of Order to Show Cause filed on 05/24/16 .
	3	FLD3	Proof of Service of Order to Show Cause filed on 05/24/16 .
06/07/2016	0	FLD3	Notice of Transport To Metropolitan State Hospital filed on 06/07/16 .
	3	FLD3	Faxed Copy of Notification of Admission to Department of State Hospitals Metropolitan filed on 06/07/16 .
06/13/2016	1	HHELD	<u>Hearing Order To Show Cause Heard in Courtroom 13 on Jun 13, 2016 at 01:30 PM .</u>
	2	OFJUD	Judge - Wright, Ryan J .
	3	OFJA	Judicial Assistant - Barretto, K .
	4	PPN	The defendant is not present in court.
	5	PPDA	Deputy District Attorney Park present.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

Docket Dt	Seq	Code	Text
06/13/2016	6	OFREP	Court Reporter - Coates, Erica is present.
	7	PPD	Public Defender Lewis is present in court.
	8	CLOC	The case is off calendar-no action is taken.
07/05/2016	1	FCRCMH	1370 PC Court Report received from Metropolitan State Hospital.
10/07/2016	2	FCRCMH	Original Copy of 1372 Court Report deated 09/15/16 received from Metropolitan State Hospital.
	3	CLADD	Case calendared to 10/14/16 at 08:30 AM in Courtroom 13 for Hearing Certification Of Competency .
	8	FCFREE	Copy of Signed Minute Order forwarded to PD Rod Kodman
10/14/2016	1	HHELD	<u>Hearing Certification Of Competency Heard in Courtroom 13 on Oct 14, 2016 at 08:30 AM .</u>
	2	OFJUD	Judge - Wright, Ryan J .
	3	OFJA	Judicial Assistant - Barretto, K .
	4	OFREP	Court Reporter - Sebesta, Rebecca is present.
	5	PPDA	Deputy District Attorney Sommers, Caroline present.
	6	PP	The defendant is present in court.
	7	PPD	Public Defender Harmon, James is present in court.
	8	MHC	The court finds the defendant is competent to stand trial, understands court proceedings and is able to cooperate with counsel.
	9	MHCP2	Civil proceedings are ordered suspended and criminal proceedings are reinstated.
	10	WVT10C	Time waived to 11/01/16 plus 10 court days.
	11	TRLDAY	The last date for trial is 11/15/16 .
	12	CLCONT	Case continued to 11/01/16 at 01:30 PM in Courtroom 12 for EARLY DISPOSITION CONFERENCE .
	13	BLCUR	Defendant remanded to custody of Sheriff in lieu of bail in the amount of \$10,000.00 .
	14	BLOTA	The court orders you to appear.
11/01/2016	1	HHELD	<u>EARLY DISPOSITION CONFERENCE Heard in Courtroom 12 on Nov 01, 2016 at 01:30 PM .</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>	
11/01/2016	4	OFREP	Court Reporter - Rodriguez, Christina is present.	
	5	PP	The defendant is present in court.	
	6	PPD	Public Defender Lewis, Barbara is present in court.	
	7	PPDA	Deputy District Attorney Fox, Maeve present.	
	8	RQCONT	Defense request for continuance is granted.	
	9	WVT10C	Time waived to 11/04/16 plus 10 court days.	
	10	CLCONT	Case continued to 11/04/16 at 01:30 PM in Courtroom 12 for EARLY DISPOSITION CONFERENCE .	
	11	BLOTA	The court orders you to appear.	
	12	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$10,000.00 .	
	11/04/2016	1	HHELD	<u>EARLY DISPOSITION CONFERENCE Heard in Courtroom 12 on Nov 04, 2016 at 01:30 PM .</u>
		2	OFJUD	Judge - Young, Bruce A .
		3	OFJA	Judicial Assistant - Diaz, S .
4		OFREP	Court Reporter - Rodriguez, Christina is present.	
5		PP	The defendant is present in court.	
6		PPD	Public Defender Lewis, Barbara is present in court.	
7		PPDA	Deputy District Attorney Suttner, Melissa L present.	
8		PLNGWA	The not guilty plea as to all counts is withdrawn.	
9		ADFEL	The defendant is advised of his/her charges, rights and maximum penalties by DDA Suttner .	
10		WVR	Defendant now expressly, knowingly and intelligently waives and gives up rights.	

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
11/04/2016	11	PLGA	A plea of guilty is entered as to all counts. Pursuant to Penal Code Section 1465.8, each violation resulting in a conviction will be assessed a \$40.00 security fee. Pursuant to Government Code Section 70373, a Criminal Conviction Assessment fee of \$35.00 on every conviction for infractions, and \$30.00 on every conviction for felonies and misdemeanors will be imposed. Pursuant to Government Code Section 76000.10, an Emergency Med Air Transport fee of \$4.00 will be added for each convicted vehicle code violation.
	12	PLFPR	All parties stipulate that the court may consider the Probation & Police reports to show there is a factual basis for the plea.
	13	PLFLD2	The Felony Plea Agreement Form is filed and incorporated herein.
	14	PLFBR	The factual basis for the plea is reserved.
	15	NTFTD	Pursuant to Penal Code Section 29815(a) PC and Sections 8100 or 8103 of the Welfare and Institutions Code, the Court notifies the defendant that he/she is legally prohibited from owning/possessing firearms.
	16	CLCONT	Case continued to 12/07/16 at 09:00 AM in Courtroom 12 for Sentencing .
	17	NTCF	Referred to formal probation. Report immediately to Room A, Sheriff / Correction Building and follow the instructions of the Probation Officer.
	18	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$10,000.00 .
	19	BLOTA	The court orders you to appear.
11/10/2016	1	HHELD	<u>Motion Miscellaneous Motion Heard in Courtroom 12 on Nov 10, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Ignacio, Susan is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis, Barbara is present in court.
	7	PPDA	Deputy District Attorney Fox, Maeve present.
	8	TRCCB	Court and counsel confer at bench.
	9	JLREL1	Defendant to be released on 11/11/16 at 10:00 AM to representative from Telecare . Defendant to be immediately transported to program.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

Docket Dt	Seq	Code	Text
11/10/2016	10	JLCOM	If bail of 10,000.00 is not posted by 11/11/16 by 10:00 A.M. Defendant is to be released on 11/11/16 at 10:00 A.M. to a representative of Telecare, to be immediately transferred to Program. I.
	11	CLREM	The court date of 12/07/16 remains as previously ordered.
	12	BLOTA	The court orders you to appear.
	13	BLCURS	Defendant is remanded to the custody of the Sheriff's Office. Bail remains as previously set in the amount of \$10,000.00 .
	14	PAFREE	Probation to contact PD Lewis to inquire as to how to get in contact with the defendant for the probation interview .
12/07/2016	1	HHELD	<u>Sentencing Heard in Courtroom 12 on Dec 07, 2016 at 09:00 AM.</u>
	2	OFJUD	Judge - Young, Bruce A .
	3	OFJA	Judicial Assistant - Lopez, S .
	4	OFREP	Court Reporter - Perez, Melissa is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Lewis, Barbara is present in court.
	7	PPDA	Deputy District Attorney Day, Rebecca L present.
	8	FCPR	Court has read and considered Probation Officer's Report.
	9	PLFB	Court finds there is a factual basis for defendant's plea.
	10	WVASN	Defendant waives his / her right to be arraigned at time of sentencing and indicates there is no legal cause why judgment should not be pronounced.
	11	FLP	The court orders the Probation report to be filed.
	12	TRARGU	Argument by the People .
	13	TRARGU	Argument by the Defense .
	14	PAFREE	The Court finds it is in the interest of justice to grant the defendant probation .
	15	PAPI	The Imposition of Sentence is suspended.
	16	PAF	The Court has released you on formal probation for 36 months. You are subject to and must obey each of the following conditions. If you fail to do so, the Court may impose any sentence previously suspended. If you fulfill all of the conditions you may then apply for a dismissal of the charges.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
 Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
 Case Status: Convicted Mand. App: Yes
 Release Status: On probation
 Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
12/07/2016	17	PAP01	<p>You must report to the Probation Agency, 800 South Victoria Avenue, Ventura, California, Criminal Justice Center (Sheriff's Building) Room A, Second Floor. Report immediately after leaving court or upon release from custody. Bring this form with you. You must comply with the following terms and conditions:</p> <ol style="list-style-type: none"> 1. Be under the supervision of a probation officer and report as directed. 2. Maintain regular employment as approved by the probation officer. 3. Not leave your county of residence for more than 72 hours or change your residence without prior approval by your probation officer. You shall not leave the State of California without prior permission of your probation officer. <p>If you are on Felony Formal Probation then the following applies: "The defendant waives extradition to the State of California from any jurisdiction in or outside the United States where the defendant may be found. The defendant further agrees that he/she will not contest any effort by any jurisdiction to return himself/herself to the State of California".</p> <ol style="list-style-type: none"> 4. Participate as directed in any treatment program designated by the probation officer and authorize release of information between your probation officer and any treatment program.
	18	PAOBEY	You are to obey all laws, city, county, state and federal.
	19	PAJ	You are ordered to serve 509 Day(s) with credit for 0 Day(s) actual time served in the Ventura County Jail.
	20	JLCTS1	Defendant is entitled to credit for time served of: 319 days actual time and 190 days of 4019(b)(1) and (c)(1) time, for a total credit of 509 days, (calculated at the rate of 2 days 4019 for every 4 days sentenced).
	21	PAJDS	The court orders the jail sentence deemed served.
	22	JLWXS	Defendant waives credits in excess of 365 days.
	23	FE	You are to pay Public Defender fee of \$300.00 .
	24	PAREFD	You shall pay a fine of \$300.00 to the State Restitution Fund.
	25	FENA	The Court finds you have no ability to pay for the Supervision PROBC fee at this time. This order is subject to review and may be calendared in the future for consideration of a modification to this order.
	26	FENA	The Court finds you have no ability to pay for the Prob Investigation fee at this time. This order is subject to review and may be calendared in the future for consideration of a modification to this order.
	27	PAS18	The defendant hereby consents to a search of person, vehicle, residence, business, or any other personal or real property under the defendant's control at any time by any law enforcement officer or probation officer, with or without a search warrant, warrant of arrest, or reasonable cause, to determine the presence of any of the items prohibited under these terms, or evidence of any of the behaviors prohibited under these terms.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seg</u>	<u>Code</u>	<u>Text</u>
12/07/2016	28	PAW3	You shall not own, possess, have under custody or control or immediate access to any firearm, ammunition, oleocapsicum pepper spray, or tear gas pursuant to Section 12403.7(a)(1) of the Penal Code.
	29	PAD1	You shall not use or possess any narcotics, dangerous drugs, controlled substances, marijuana or paraphernalia unless prescribed.
	30	PAT2	You will hereby consent to any tests to determine the presence of controlled substances, including marijuana, at any time by a peace officer or probation officer.
	31	PAD4	You shall not alter, adulterate, nor attempt in any manner to falsify any bodily fluids submitted for the determination of the presence of controlled substances, including marijuana.
	32	PAPS	defendant to continue to participate in the Telecare Program
	33	PAD2	You shall not associate with any person who is using or trafficking in any controlled substance, including marijuana.
	34	PAA4	Not drink or possess any alcoholic beverage or be where alcohol is the chief item of sale.
	35	PAT3	Submit to and complete tests of your breath, blood or urine, when requested by Peace Officer or Probation Officer for alcoholic beverages.
	36	FE12025	You are directed to pay a \$10.00 fine plus the penalty assessment pursuant to 1202.5 of the Penal Code.
	37	PART	You are directed to pay restitution of \$4,008.25 to Wells Fargo Bank with the right to credit for amounts paid by other responsible persons.
	39	FE	You are to pay Crim Justice Admin fee of \$506.68 .
	40	PYTTM	Your fine/fee(s) is/are payable at \$175.00 per month beginning 08/01/17 and on the 1 day of each month. You are directed to pay an administrative fee (ARF) of \$35.00 . Pay your fine and/or fee(s) to the Superior Court Collections Unit, at one of the following locations: *Appear at 800 South Victoria Avenue, Room 205, Ventura or mail to P.O. Box 6489, Ventura, California 93006-6489. *Appear at 3855-F Alamo Street, Window 5 or 6, Simi Valley, California 93065. *Appear at the Juvenile Courthouse, Room 122, 4353 E. Vineyard, Oxnard Call (805) 639-5010 for location hours or to pay over the phone If you are in custody you must report to the Superior Court Collection Unit within 5 days from the date of your release.
	41	PYCIV	The fee ordered is a civil judgment and can be enforced by execution of wages and property.
	42	ADAPL	The defendant has been advised of his/her right to appeal.
	43	PAACT	Defendant accepts probation as stated by court.
	44	PAROP	The court orders the defendant released on probation.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy Court Room: 14 For: 05/25/17 01:30 PM
Case #: 2015040867 F A Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
12/07/2016	45	SIGN	Signature Required
01/11/2017	3	WRF2	Violation of Probation - Felony - 1203.2a PC warrant to issue. Bail is 'NO BAIL'. Mandatory appearance.
01/17/2017	1	CLADD	Case calendared to 01/17/17 at 01:30 PM in Courtroom 14 for Arraignment Warrant .
	3	HHELD	<u>Arraignment Warrant Heard in Courtroom 14 on Jan 17, 2017 at 01:30 PM.</u>
	4	OFJUD	Judge - Murphy, Patricia M .
	5	OFJA	Judicial Assistant - Lozano, G .
	6	OFREP	Court Reporter - Tillquist, Kathleen L is present.
	7	PP	The defendant is present in court.
	8	PPD	Public Defender Villasana, Joe is present in court.
	9	PPDA	Deputy District Attorney Chang, Giselle present.
	10	CLCONT	Case continued to 01/24/17 at 01:30 PM in Courtroom 14 for Arraignment On Notice Of Charges .
	11	NTCF2	The court orders this case referred to probation for formal Notice of Charges and recommendation.
	12	BLCUR	Defendant remanded to custody of Sheriff in lieu of bail in the amount of \$0.00 .
	13	BLOTA	The court orders you to appear.
01/18/2017	2	CNRT	Pay restitution of \$4,008.25 to Wells Fargo Bank .
01/24/2017	1	HHELD	<u>Arraignment On Notice Of Charges Heard in Courtroom 14 on Jan 24, 2017 at 01:30 PM.</u>
	2	OFJUD	Judge - Ayers, Nancy .
	3	OFJA	Judicial Assistant - Vance, C .
	4	OFREP	Court Reporter - Rodriguez, Christina is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Tucker, Randy is present in court.
	7	PPDA	Deputy District Attorney Cunningham, Philippa present.
	8	FLD	The Notice of Charges ordered filed in court.
	9	PLANC	The defendant admits the allegations as stated on the Notice of Charges.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: **Hooper, Jacob Timothy** Court Room: 14 For: 05/25/17 01:30 PM
Case #: **2015040867 F A** Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
01/24/2017	10	PAR	Probation is ordered revoked.
	11	PARM	Probation is ordered reinstated and modified on the following terms and conditions:
	12	PAJ	You are ordered to serve 60 Day(s) with credit for 0 Day(s) actual time served in the Ventura County Jail.
	13	JLSE2	Your previously ordered jail sentence is further stayed. Report to Courtroom 14 to begin your jail sentence on 03/15/17 at 01:30 PM . Please be advised that the personal property you may bring is limited to the following: 1) Valid driver's license or identification card 2) Court papers 3) Car keys 4) Cash (no personal checks-money will be put into trust account for commissary use).
	14	CLCONT	Case continued to 03/15/17 at 01:30 PM in Courtroom 14 for Confinement Review Of Jail Time .
	15	BLOTA	The court orders you to appear.
	16	NTCF3	Referred to formal probation for supplemental report re: Progress report .
	17	PASTC	All terms and conditions previously imposed remain in full force and effect.
	18	JLDSH	Defendant is ordered discharged from custody on this case.
	19	SIGN	Signature Required
03/15/2017	1	HHELD	<u>Confinement Review Of Jail Time Heard in Courtroom 14 on Mar 15, 2017 at 01:30 PM.</u>
	2	OFJUD	Judge - Worley, David R .
	3	OFJA	Judicial Assistant - Valdez, E .
	4	OFREP	Court Reporter - Tillquist, Kathy is present.
	5	PP	The defendant is present in court.
	6	PPD	Public Defender Villasana, Joe is present in court.
	7	PPDA	Deputy District Attorney Cunningham, Philippa present.
	8	FLD	The Probation Memorandum ordered filed in court.
	9	PAM	The court orders probation modified as follows:
	10	JLBAL	In regards to the previously ordered jail sentence: 60 Days
	11	JLVSE	Your previously ordered remand date of 03/15/17 is vacated.
	12	JLSE2	Your previously ordered jail sentence is further stayed. Report to Courtroom 14 to begin your jail sentence on 05/16/17 at 01:30 PM . Please be advised that the personal property you may bring is limited to the following: 1) Valid driver's license or identification card 2) Court papers 3) Car keys 4) Cash (no personal checks-money will be put into trust account for commissary use).

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seg</u>	<u>Code</u>	<u>Text</u>
03/15/2017	13	JLM	This modifies a previous jail order.
	14	PASTC	All terms and conditions previously imposed remain in full force and effect.
	15	CLCONT	Case continued to 05/16/17 at 01:30 PM in Courtroom 14 for Confinement Review Of Jail Time .
	16	BLOTA	The court orders you to appear.
	17	SIGN	Signature Required
05/16/2017	1	HHELD	<u>Confinement Review Of Jail Time Heard in Courtroom 14 on May 16, 2017 at 01:30 PM.</u>
	2	OFJUD	Judge - Innumerable, Ferdinand D .
	3	OFJA	Judicial Assistant - Perez, R .
	4	OFREP	Court Reporter - Wu, Mary is present.
	5	PPDA	Deputy District Attorney Acosta, Ernesto J present.
	6	PPD	Public Defender Lewis, Barbara is present in court.
	7	PP977	Attorney appearing for the defendant with 977 PC authority.
	8	TRTIM	At 03:44 PM :
	9	PPFTA	The defendant fails to appear in court.
	10	WRH	A bench warrant in the amount of \$50,000.00 is ordered held until 05/17/17 .
	11	CLCONT	Case continued to 05/17/17 at 01:30 PM in Courtroom 14 for Miscellaneous Bench Warrant Hold .
05/17/2017	1	HHELD	<u>Miscellaneous Bench Warrant Hold Heard in Courtroom 14 on May 17, 2017 at 01:30 PM.</u>
	2	OFJUD	Judge - Innumerable, Ferdinand D .
	3	OFJA	Judicial Assistant - Perez, R .
	4	OFREP	Court Reporter - Tillquist, Kathleen L is present.
	5	PPDA	Deputy District Attorney Ewan, Jillian present.
	6	PPD	Public Defender Lewis, Barbara is present in court.
	7	PPN977	The attorney appears without 977 PC authority.
	8	PPFTA	The defendant fails to appear in court.
	9	PAR	Probation is ordered revoked.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: **Hooper, Jacob Timothy** Court Room: 14 For: 05/25/17 01:30 PM
Case #: **2015040867 F A** Atty Name: Barbara Lewis, PD
Case Status: Convicted Mand. App: Yes
Release Status: On probation
Charging Document: Complaint Bail-Set Amt: \$50,000.00 Last Date for Trial: 11/21/16

Docket Dt	Seg	Code	Text
05/17/2017	10	WRVAC	The bench warrant hold, previously ordered, is now vacated.
	11	WRVOP	Warrant to issue, Violation of Probation - Felony - 1203.2a PC . Bail is \$50,000.00 . Mandatory appearance. Issuing Judge is Innumerable, Ferdinand D .
05/18/2017	2	CLADD	Case calendared to 05/18/17 at 01:30 PM in Courtroom 14 for Arraignment Warrant .
	4	HHELD	<u>Arraignment Warrant Heard in Courtroom 14 on May 18, 2017 at 01:30 PM.</u>
	5	OFJUD	Judge - Campbell, Charles W .
	6	OFJA	Judicial Assistant - Robles, I .
	7	OFREP	Court Reporter - Biter, Denise is present.
	8	PPDA	Deputy District Attorney Acosta, Ernesto J present.
	9	PP	The defendant is present in court.
	10	PPD	Public Defender Lewis, Barbara is present in court.
	11	CLCONT	Case continued to 05/25/17 at 01:30 PM in Courtroom 14 for Arraignment On Notice Of Charges .
	12	NTCF2	The court orders this case referred to probation for formal Notice of Charges and recommendation.
	13	BLCUR	Defendant remanded to custody of Sheriff in lieu of bail in the amount of \$50,000.00 .
	14	BLOTA	The court orders you to appear.
05/25/2017	1	HHELD	<u>Arraignment On Notice Of Charges Heard in Courtroom 14 on May 25, 2017 at 01:30 PM.</u>
	2	OFJUD	Judge - Guasco, Matthew .
	3	OFJA	Judicial Assistant - Robles, I .
	4	OFREP	Court Reporter - Ruiz, Bridget L is present.
	5	PPDA	Deputy District Attorney Moreno, Benjamin present.
	6	PP	The defendant is present in court.
	7	PPD	Public Defender Lewis, Barbara is present in court.
	8	FLD	The Notice of Charges ordered filed in court.
	9	WVA	Defendant waives arraignment and reading of the Notice of Charges .
	10	PLANC	The defendant admits the allegations as stated on the Notice of Charges.

MINUTE ORDER

Case Number 2015040867 F A

People Vs Hooper, Jacob Timothy

Name: Hooper, Jacob Timothy

Court Room: 14

For: 05/25/17 01:30 PM

Case #: 2015040867 F A

Atty Name: Barbara Lewis, PD

Case Status: Convicted

Mand. App: Yes

Release Status: On probation

Charging Document: Complaint

Bail Set Amt: \$50,000.00

Last Date for Trial: 11/21/16

<u>Docket Dt</u>	<u>Seq</u>	<u>Code</u>	<u>Text</u>
05/25/2017	11	PAR	Probation is ordered revoked.
	12	PARM	Probation is ordered reinstated and modified on the following terms and conditions:
	13	PAJ	You are ordered to serve 60 Day(s) in the Ventura County Jail.
	14	JLCTS1	Defendant is entitled to credit for time served of: 9 days actual time and 9 days of 4019(b)(1) and (c)(1) time, for a total credit of 18 days, (calculated at the rate of 2 days 4019 for every 4 days sentenced).
	15	PAPS	re-referred to Tele-Care Program upon release from custody.
	16	PAPO2	You are to report to your probation officer immediately. (If in custody report within five (5) days of release from jail).
	17	PAM3	The defendant accepts probation as modified.
	18	PASTC	All terms and conditions previously imposed remain in full force and effect.
	19	JLR	You are remanded to the custody of the Ventura County Sheriff's Office to commence serving your sentence.
	20	SIGN	Signature Required

I have received a copy of these conditions. I understand and agree to each of the conditions listed above.

Date
(Fecha)_____
Defendant's Signature
(Firma)_____
Defendant's Telephone #
(Telefono)_____
Defendant's Address
(Domicilio)_____
Explained/Translated By_____
Defendant's City, State and Zip Code
(Ciudad, Estado, yCodigo Postal)

I hereby certify that the annexed document
is a true and correct printout of the data as it
appeared on our court computer as of

SEP 11 2017

MICHAEL D. PLANET,
Executive Officer and Clerk

By

Deputy Clerk

Ashley Grande



EXHIBIT 25

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

FULLY EXECUTED

AGREEMENT NUMBER

15-78015-000

REGISTRATION NUMBER

CP 1459461

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of State Hospitals

CONTRACTOR'S NAME

Gateways Hospital and Mental Health Center



2. The term of this Agreement is: July 1, 2015 through December 31, 2015

3. The maximum amount of this Agreement is: \$ 1,965,318.88 One Million Nine Hundred Sixty-Five Thousand Six Three Hundred Eighteen Dollars and Eighty-Eight Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 14 pages

Exhibit B – Budget Detail and Payment Provisions 5 pages

Exhibit C* – General Terms and Conditions GTC-610

Check mark one item below as Exhibit D:

☒
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement) 9 pages

Exhibit - D* Special Terms and Conditions

Exhibit E – Confidentiality and Information Security Provisions 7 pages

Exhibit F – Insurance Requirements 5 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Gateways Hospital & Mental Health Center

BY (Authorized Signature)

Mara Pelsman, CEO

DATE SIGNED (Do not type)

10/30/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Mara Pelsman, CEO

ADDRESS

1891 Effie Street
Los Angeles, CA 90026

STATE OF CALIFORNIA

AGENCY NAME

Department of State Hospitals

BY (Authorized Signature)

Dawn DiBartolo

DATE SIGNED (Do not type)

12/3/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Dawn DiBartolo, Chief, Acquisitions and Business Services Office

ADDRESS

1600 9th Street, Room 101, Sacramento, CA 95814

California Department of General
Services Use Only

☒ Exempt per:
Welfare and Institutions Code,
§4360, (a) & (b)

DSH USE ONLY
☒ State Master ☐ Contractor ☐ Contract Manager ☐ Accounting ☐ State Controller

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

FULLY EXECUTED

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CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Gateways Hospital & Mental Health Center

BY (Authorized Signature)

Mara Pelsman, CEO

DATE SIGNED (Do not type)

10/30/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Mara Pelsman, CEO

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Los Angeles, CA 90026

STATE OF CALIFORNIA

AGENCY NAME

Department of State Hospitals

BY (Authorized Signature)

Dawn DiBartolo

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DSH USE ONLY

☐ State Master ☐ Contractor ☐ Contract Manager ☐ Accounting ☐ State Controller

Department of State Hospitals

Gateways Hospital and Mental Health Center
Agreement No. 15-78015-000
Exhibit A, Scope of Work

EXHIBIT A **SCOPE OF WORK**

1. CONTRACTED PARTIES

- A. Gateways Hospital and Mental Health Center, hereafter referred to as Contractor, agrees to provide the California Department of State Hospitals (DSH), Forensic Conditional Release Program (CONREP), with the services described herein:

2. SERVICE LOCATIONS:

- A. The services shall be performed for the Department of State Hospitals at the contractor's business address, any additional site(s) as determined by Contractor, and in the State Hospitals as needed.

3. SERVICE HOURS:

- A. The services shall be provided during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays. Contractor shall maintain a 24-hour phone line for emergency contact and keep the DSH informed of any changes to that number.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement will be:

Contract Managers:

Department of State Hospitals:		Contractor:	
Section/Unit: Conditional Release Program		Section/Unit:	
Attention: Heather Chiappuzzo Program Operations Manager		Attention: Mara Pelsman, CEO	
Address: 1600 9th Street, Room 410 Sacramento, CA 95814		Address: 1891 Effie Street Los Angeles, CA 90026	
Phone: (916) 651-6787	Fax: (916) 654-2111	Phone: (323) 644-2000 Ext. 274	Fax: (323) 953-6588
Email: heather.chiappuzzo@dsh.ca.gov		Email: mpelsman@gatewayshospital.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Pursuant to Section 4360 (a) and (b) of the Welfare and Institutions Code (WIC), the DSH operates a CONREP. Through contract with private providers or counties, DSH provides a statewide system of community mental health treatment and supervision to the designated population of judicially committed individuals, including those committed pursuant to the following Penal Code (PC) sections: Not Guilty by Reason of Insanity (PC 1026/WIC 702.3), Incompetent to Stand Trial (PC

1370), Mentally Disordered Sex Offender (former WIC 6316), Mentally Disordered Offender (PC 2972) and the Mentally Disordered Offender (PC 2964(a)) hereinafter referred to as "CONREP patients."

- B. Contractor agrees to provide services to Los Angeles county's CONREP patients, and Statewide Transitional Residential Services (STRP) to eligible CONREP patients referred by statewide CONREP providers, pursuant to the CONREP Policy and Procedure Manual. Services shall also be performed at some or all of the DSH hospitals, on an as needed basis. These services shall be forensic treatment services with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.

6. CONREP POLICY & PROCEDURE MANUAL

- A. Contractor acknowledges it has received a copy of the CONREP Policy and Procedure Manual, Volume I and II (the "Manual") and has had an opportunity to review the terms and provisions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications or provisions which constitute the Agreement, the following order of precedence shall apply:
 - i. Standard Agreement, STD 213; and
 - ii. This Exhibit A – Scope of Work, including specifications incorporated by reference; and
 - iii. All attachments incorporated in the Agreement by reference, and
 - iv. CONREP Policy and Procedure Manual, Volume I and II (the "Manual")

The Manual, as referenced in this agreement, may be amended by DSH from time to time. Contractor shall operate CONREP in accordance with the Manual, including any future amendments to the Manual. DSH shall provide Contractor with notice of any amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to DSH within ten (10) business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by DSH. DSH and Contractor shall negotiate in good faith changes to the Manual.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall provide services consistent with the CONREP Clinical Treatment Required Services (hereinafter referred to as the Required Services). Contractor shall provide the specific Required Services at least at the minimum frequency and duration as indicated in Section E.
- B. Prior to, and as part of performing the Required Services, Contractor shall assess each patient's functioning and risk and determine the appropriate Required Service Care Level, which includes Intensive, Intermediate, Supportive, Transitional, Aftercare or Statewide Transitional Residential Program (STRP) treatment levels.

- C. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient less frequently than outlined in Section E, Contractor must obtain prior written approval from DSH for a waiver of Required Services before deviating from the levels of service indicated in Section E.
- D. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient more frequently than outlined in Section E, Contractor must obtain prior written approval from DSH for pre-authorization of such services. For the purposes of this Agreement, such services shall be considered Supplemental Services.
- E. Contractor shall provide the following Required Services, as outlined in the Manual:
 - i. Forensic Individual Contact
 - a. Contractor shall provide four (4) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Intensive Care Level.
 - b. Contractor shall provide three (3) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Intermediate Care Level.
 - c. Contractor shall provide two (2) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Supportive or STRP Care Level.
 - d. Contractor shall provide one (1) service per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Transitional or Aftercare Care Levels.
 - ii. Group Contact
 - a. Contractor shall provide four (4) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Intensive Care Level.
 - b. Contractor shall provide three (3) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Intermediate Care Level.
 - c. Contractor shall provide two (2) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Supportive Care Levels.
 - d. Contractor shall provide one (1) service per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Transitional Care Level.

- e. Contractor shall provide eight (8) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the STRP Care Level.

iii. Case Management

- a. Contractor shall provide eight (8) hours per month at fifteen (15) minutes per session for patients receiving services at the Intensive or STRP Care Level.
- b. Contractor shall provide two (2) hours per month at 15 minutes per session for patients receiving services at the Intermediate, Supportive, Transitional or Aftercare Care Levels.

iv. Home Visits

- a. Contractor shall provide two (2) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Intensive Care Level.
- b. Contractor shall provide one (1) service per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Intermediate or Supportive Care Levels.
- c. Contractor shall provide one (1) service per quarter with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Transitional or Aftercare Care Levels.

v. Collateral Contact

- a. Contractor shall provide two (2) services per month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Intensive Care Level.
- b. Contractor shall provide six (6) services per year, every other month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Intermediate, Supportive or Transitional Care Levels.
- c. Contractor shall provide one (1) service per month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Aftercare Care Level.
- d. Contractor shall provide two (2) services per month, one of which must be to the referring CONREP program provider, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the STRP Care Level.

vi. Substance Abuse Screening

- a. Contractor shall provide four (4) services per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Intensive or STRP Care Levels.
- b. Contractor shall provide two (2) services per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Intermediate or Supportive Care Levels.
- c. Contractor shall provide one (1) service per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Transitional Care Level.
- d. Contractor shall provide one (1) service per quarter with a minimum of fifteen (15) minutes per session for patients receiving services at the Aftercare Care Level.

vii. Annual Case Review

- a. Contractor shall provide one (1) service per year for patients receiving services at the Intensive, Intermediate, Supportive, Transitional, Aftercare or STRP Care Levels.

viii. Psychiatric Services

- a. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) per month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Intensive Care Level.
- b. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) every other month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Intermediate Care Level.
- c. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) every other month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Supportive Care Level.
- d. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and three (3) progress notes (medication check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Transitional Care Level.
- e. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) to two (2) progress notes (medication check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Aftercare Care Level.

- f. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; and one (1) annual note per year of one (1) hour duration and one (1) progress note (medication check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the STRP Care Level. The total number of services for admission and progress notes shall total four (4) per 90-120-day STRP.
- F. As part of the Required Services, Contractor shall complete state hospital liaison visits for judicially committed and Mentally Disordered Offender (MDO) patients at least twice per year per patient. The visits shall be conducted either on-site or by video-conference; however, one visit must be on-site per year per patient. Contractor shall, at a minimum, review all patients' medical records and treatment plans; conduct face-to-face or video-conference meetings with patients; consult with each patient's inpatient treatment team; and conduct an assessment of each patient's treatment progress and readiness for treatment in the community, including identification of specific barriers to community treatment. Contractor shall provide written reports which detail the specifics of the hospital liaison visits within 45 days after the visit. Contractor shall complete the visits at the DSH state hospitals in which the patient resides. Contractor shall have a monitoring system to ensure report completion and timely submission to DSH.
- G. Contractor shall maintain the contracted caseload and provide Required Services specific to each county as detailed in Exhibit B, Budget Detail and Payment Provisions. Contractor acknowledges that, in addition to other auditing and/or compliance-review rights retained by the DSH under this Agreement, the DSH may monitor the Contractor for compliance with administration and treatment of CONREP patients comprising the caseload. The Contractor is expected to show documentation of caseload compliance for any given time period, which may include, but not be limited to time sheets for employees, scheduled appointments for each employee, patient records, or other method to validate percentages of time dedicated to CONREP. Contractor acknowledges that this information may be compared to the contracted caseload. The Contractor is required to ensure that staff positions funded pursuant to this Agreement are reserved solely for the provision of Required Services, regardless of caseload size.
- H. Contractor agrees that the DSH shall have access to facilities, programs, documents, records, staff, patients, or other material or persons the DSH deems necessary to perform monitoring and auditing of services rendered, in its sole and absolute discretion.
- I. Contractor further acknowledges that while the DSH may monitor Contractor program operations to determine compliance with DSH policies, regulations, statutes, the Manual, and contract requirements, Contractor shall be solely responsible for its compliance with State and Federal laws applicable to operating a CONREP program and shall seek its own legal counsel for advice on these laws.
- J. Program Administration – as part of the Required Services:
 - i. Contractor shall administer the CONREP Program serving the designated population in accordance with Section 4360 (a) and (b) of the Welfare and Institutions Code (WIC), as noted in this Agreement.
 - ii. Contractor shall nominate a qualified Community Program Director, who is responsible for case management, placement evaluations, and who will serve as the court liaison.

- iii. Contractor shall have an internal clinic Policy and Procedure Manual which shall reflect clinic operations and incorporate the Manual.
 - iv. Contractor shall establish and maintain effective working relationships with the judiciary, District Attorneys, Public Defenders, Parole Agents, and local law enforcement officials.
 - v. Contractor shall have a monitoring system to ensure the Required Services are provided at the minimum frequency and duration as indicated in Section D of this Agreement, unless otherwise approved by DSH, in accordance with the patient's Care Level.
- K. Community Outpatient Treatment Admission and Assessment Process – as part of the Required Services:
- i. Contractor shall develop recommendations to the Courts for admission of prospective CONREP patients.
 - ii. Contractor shall work with the appropriate state hospital, Parole Agent and California Forensic Assessment Project (CFAP) panel to complete all required assessments and other required steps for CONREP patients to be approved for admission to outpatient services.
 - iii. Contractor shall develop written "Terms and Conditions of Release to Outpatient Treatment" that are specific to each patient.
- L. As part of the Required Services:
- i. Contractor shall develop, review, and revise individual wellness and recovery treatment plans for each CONREP patient at least annually, through multidisciplinary treatment team consultation, and collaboration with the patient.
 - ii. Contractor shall assist as needed in obtaining psychotropic medications, adhere to the Manual, participate in a program-specific plan for providing clozapine services, and support and facilitate participation in a Psychopharmacological Consultation System when required, but shall not provide physician services.
 - iii. Contractor shall respond to Special Incidents and law enforcement issues, with coverage 24 hours a day, 7 days a week, and with the capacity to arrange for/or provide emergency transportation of CONREP patients.
 - iv. Contractor shall provide treatment to follow the Risk, Needs, Responsivity/Forensic Focus model in the context of a wellness and recovery approach to care.
 - v. Contractor shall provide forensic interventions, including documentation, to address patient-specific criminogenic risk factors, including identification of warning signs, precursors, criminal thinking styles and patterns, and high-risk conditions/situations.
 - vi. Contractor shall provide mental health treatment to support individualized recovery and address patient's understanding of and ability to live with chronic mental illness, including necessity of medication compliance.

- vii. Contractor shall provide psycho-educational training to address coping and social skills related to time management, goal-setting, consequential thinking, stress management, anger management, and safety issues related to any history of trauma, interpersonal communication, conflict resolution, activities of daily living, job skills, and recreation skills.
 - viii. Contractor shall provide substance abuse treatment, including monitoring for abstinence from prohibited substances, psycho-education regarding co-occurring substance use and psychiatric disorders, relapse prevention, and integration into community resources, including self-help groups such as Alcoholics Anonymous and Narcotics Anonymous.
 - ix. Contractor shall provide interventions consistent with the psychological and cognitive level and learning style of the CONREP patient, including but not limited to:
 - a. Interventions that are trauma-informed and support safety and stability.
 - b. Interventions that are gender-responsive.
 - c. Interventions that are culturally appropriate and sensitive to a diversity of cultures.
 - d. Interventions that are consistent with the cognitive challenges associated with chronic mental illness.
- M. Contractor shall provide the following reports – as part of the Required Services:
- i. Contractor shall develop and submit quarterly (four (4) per year) Progress and Annual Dispositional Reports to the Courts. Contractor shall have a monitoring system to ensure report completion and timely submission to the Courts.
 - ii. Contractor shall develop and submit pre-placement evaluations for Penal Code (PC) 1370 Incompetent to Stand Trial (IST) and PC 1026 Not Guilty by Reason of Insanity (NGI) individuals. For the purposes of this Agreement, this requirement is considered a Supplemental Service.
 - iii. Contractor shall complete annual case reviews by multidisciplinary staff in collaboration with CONREP Physician, resulting in updated treatment goals and objectives in patient's individualized wellness and recovery treatment plan; disposition recommendations to the Courts/Board of Prison Hearings in the annual reports; and modification of the patient's "Terms and Conditions of Outpatient Treatment."
 - iv. Contractor shall provide annual assessment of competence to stand trial for CONREP patients found IST.
 - v. Contractor shall develop discharge plan and Community Aftercare Plan for CONREP patients receiving Transitional and Aftercare levels of service.
- N. Contractor shall provide the following services, as part of the Required Services, related to a patient's possible Revocation/Re-hospitalization:
- i. Contractor shall provide consultation to CONREP patients prior to requesting revocation/re-hospitalization.

- ii. Contractor shall complete the appropriate re-hospitalization and revocation paperwork with specific justifications/clinical rationale that address public safety considerations.
 - iii. Contractor shall cooperate with law enforcement agencies, Parole Agents, Court officials, and state hospitals to ensure continuity of care of CONREP patients during the revocation/re-hospitalization process.
- O. Contractor shall provide the following services, as part of the Required Services, related to patient grievances:
- i. Upon admission / re-admission, Contractor shall provide an orientation and education on the patient grievance process for each CONREP patient.
 - ii. Contractor shall post CONREP Grievance Procedures in each clinic.
- P. As part of the Required Services, Contractor shall:
- i. Provide clinical notes following any mental health service to include, but not be limited to, services provided, patient's response/interaction, specific problem behaviors, warning signs and/or any pertinent observations, and actions taken in response to mental health services. Clinical notes shall reflect that criminal history, mental illness and treatment plan goals were addressed during service contacts.
 - ii. Maintain psychiatric documentation produced by the CONREP Physician that includes generic names of medications, dosage, route of administration, diagnosis, frequency of administration, and refill numbers.
 - iii. Maintain CONREP patient records that include the State Hospital Liaison file and referral packet; photo identification; current Terms and Conditions of Outpatient Treatment; copy of Department of Justice Notice of Registration Requirement form SS8047; quarterly and annual court progress reports; personal belongings designation form; clinical and medical information; CFAP report and current Annual Case Review; MH 7025 Individual Risk Profile form; positive toxicology results; polygraph results/reports; MH 1716 Patient Transaction form; current court Minute Order for PC 1026 and PC 2972 Mentally Disordered Offender (MDO) patients designating continued civil commitment.
 - iv. Maintain a Special Incident file that is separate from the CONREP patient record.
 - v. Maintain a hospital liaison file for each state hospital patient receiving liaison visits, which is incorporated into the patient record once the patient is admitted to CONREP outpatient services.
 - vi. Retain "batched" negative urine drug screen laboratory test results for twelve (12) months.
 - vii. Retain CONREP patient criminal history summaries in a secure file separate from the CONREP patient record.
 - viii. Maintain a voter registration form, Tarasoff documentation, family/victim correspondence, identification of other individuals' names and psychological records, including prior client

profiles, raw test data, test results, HCR-20 coding sheets, and PCL-SV scoring summaries in a file separate from a patient's record.

- ix. Complete Patient Transaction Form, MH 1716, and enter patient status information into the CONREP Data System within required timeframes. Patient admissions, transfers, and AWOL status shall be entered the same day or first business day after the event. Patients who are on Not Available and on discharge status shall be entered within three (3) business days of occurrence.
 - x. Provide to the DSH Contract Manager monthly data on delivery of Required Services by the 15th of each month following the month of service.
 - xi. Provide to the DSH Contract Manager monthly census data of STRP patients by the 1st of each month, which includes the following information:
 - a. Patient Name
 - b. Patient Legal Class
 - c. Name of the referring CONREP program provider and contact information
 - d. Date of patient admission to STRP
 - e. End-date for ninety (90) day residential treatment
 - f. End-date for extension to one-hundred-twenty (120) days residential treatment, if approved by the DSH
 - g. Anticipated patient discharge date
 - xii. Provide to the DSH Contract Manager a weekly status report of patients referred to the STRP which includes the following information:
 - a. Patient Name
 - b. Patient Legal Class
 - c. Name of the referring CONREP program provider and contact information
 - d. Name of the State Hospital or CONREP program provider where the patient currently resides
 - e. Date of receipt of referral
 - f. Date complete referral packet is received from the referring CONREP program provider
 - g. Date of STRP staff interview of patient
 - h. Whether the referral was accepted or not by the STRP
 - i. Date of acceptable letter from STRP to the referring CONREP program provider
 - j. Planned date of STRP admission
 - k. Summary of issues that are relevant and/or impact placement status
- Q. Contractor shall provide the following services, as part of the Required Services, related to Credentialing/Staff Training and Supervision:
- i. Unless granted a waiver pursuant to Welfare and Institutions Code 5751.2, and the "Waiver of License Process" outlined in the Manual, Contractor shall ensure that all treatment services are performed by staff licensed, credentialed, and/or certified as is appropriate to the scope of their practice, and in accordance with the laws and regulations of California. Such licensure shall be maintained in good standing without conditions at all times. Contractor shall not allow any person to practice in CONREP whose license has been revoked or suspended for any reason.

- ii. Upon becoming aware that charges have been filed with the licensing authority regarding any person working in a CONREP program, the Contractor shall immediately inform the Contract Manager of the charges and the status of the licensee both with regard to the licensing authority and nature of the employment with the Contractor. Contractor should inform the Contract Manager of relevant stages of the investigation and disposition of the charges.
 - iii. Contractor shall complete comprehensive law enforcement background checks of its staff as set forth in the Manual with ongoing recertification through California Department of Justice Information Bulletins and updates.
 - iv. Contractor shall provide orientation, training and clinical supervision of program staff as required on forensic issues, risk assessment, substance abuse screening, infection control, and provision of care.
 - v. Contractor shall attend regional meetings at least twice per year and Forensic Training once per year, as determined by DSH in its sole and absolute discretion.
- R. The Contractor agrees, unless otherwise permitted by DSH at its sole discretion, to lease all equipment for program operations. All requests to purchase equipment instead of leasing shall be submitted to the DSH Contract Manager in writing. At the conclusion of the contractual relationship between the DSH and the Contractor, the Contractor shall provide a final inventory to the DSH that includes an inventory of all equipment purchased during the contract term. If purchased with funds from DSH, DSH shall own the property and final disposition of such equipment shall be handled at the discretion of DSH.
- S. Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Agreement, fluent shall be defined as, "able to understand, speak and write in English in a medical and non-medical environment, with full comprehension."
- T. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas. Contractor must be in possession of a valid picture identification card at all times while in any DSH secured area.
- U. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor or personnel is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- V. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- W. If services shall be provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of

clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.

- X. If services shall be provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- Y. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- Z. If services shall be provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
 - i. Contractor's Employees may be issued a personal duress alarm (PDA) device. At the time of issuance, instructions on how to operate/maintain each device will be provided to Contractor's Employees. In the event of negligent loss/damage of the issued equipment, Contractor's Employees agree to pay for replacement cost.
 - ii. Contractor understands that Contractor's Employees providing services through a sally port or into a secured area of a DSH facility shall submit to a fingerprint and background check, as well as a mandatory drug screening.
- AA. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- BB. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- CC. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- DD. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on

the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

- A. DSH shall provide orientation to the CONREP program to Contractor staff which have not received orientation previously, as designated by Contractor and at the discretion of DSH. Such orientation shall include an overview of State policy and procedures, the Manual and appropriate statutes related to the program.
- B. DSH shall be responsible for the development and design of the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with State and Federal laws and DSH policies and procedures.
- C. DSH shall provide clinical and administrative direction and support to Contractor and oversight of program. Any direction, support, or assistance provided by DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement.
- D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule. Contractor understands and agrees that it may be subject to at least four (4) on site visits per year.
 - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at mutually agreeable rates. Contractor agrees to notify DSH one hundred eighty (180) days prior to the termination date of the initial term and each subsequent extended term of any changes to the rates or terms of the Agreement which Contractor desires to have implemented with respect to the succeeding term. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Department of State Hospitals

Gateways Hospital and Mental Health Center
Agreement No. 15-78015-000
Exhibit B, Budget Detail and Payment Provisions

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by the Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable
 - v. Invoice total

Department of State Hospitals

Gateways Hospital and Mental Health Center
Agreement No. 15-78015-000
Exhibit B, Budget Detail and Payment Provisions

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. Charges/rates shall be computed in accordance with the budget on pages 4 and 4 of Exhibit B and as follows:
 - i. "Total Monthly Allocation" represents the monthly reimbursement rate to Contractor for the performance of all Required Services.
 - ii. "On Call," "Indirect Costs," "Regional Meetings and Forensic Training," and "Supplemental Services" (both provided directly and via subcontract), represent the maximum allocation, if any, that Contractor can charge for these services throughout the term of the Agreement. The definition of these services, as well as the requirements for providing such services, can be found in the Manual.
 - iii. For "On Call," "Indirect Costs," "Regional Meetings and Forensic Training," and "Supplemental Services" (both provided directly and via subcontract), Contractor shall bill at rates not to exceed those agreed upon in writing by the DSH and Contractor during the negotiation of this Agreement.

The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH

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Exhibit B, Budget Detail and Payment Provisions

makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

- B. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- C. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- D. Travel Reimbursement

The Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of the contractor.

6. COST SETTLEMENT:

- A. Contractor shall reconcile budgeted vs. actual amounts within ninety (90) days of the expiration of the term of this Agreement, or upon the close of each Fiscal Year if the Agreement term is long than one Fiscal Year, utilizing a cost settlement form provided by DSH. If the Contractor has any remaining unexpended funds for the fiscal year, Contractor shall reimburse DSH within thirty (30) days following the submission of cost settlement.

Department of State Hospitals

Forensic Services Conditional Release Program

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CONREP PROGRAM - EXHIBIT B

SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT

DSH 7001 (NEW 03/14)

Contractor Name: Gateways Hospital	Contract Begin Date: 7/1/2015	Submission: 2/23/2015
Contract No. 15-78015-000	Contract End Date: 12/31/2015	Modification:
STRP	Total months of contract 6	Amendment:

1. Required Services - Caseload	
STRP	Total Caseload
17	17

2. Required Services Reimbursement Rates	Monthly Cost
Forensic Individual Contact	\$ 3,146.40
Group Contact	\$ 3,146.40
Case Management	\$ 11,187.21
Collateral Contact	\$ 1,573.20
Substance Abuse Screening	\$ 1,048.80
Psychiatric Practice	\$ 3,834.04
Total Required Services (includes overhead)	\$ 23,936.07

Administrative Services	\$ 46,345.00
Total Monthly Allocation	\$ 70,281.07

3. Housing Costs	\$ 11,700.00
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4. Indirect Costs (based on approved A87 percentage) (Annual Cost)	\$ 21,381.64
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5. Regional Meetings & Forensic Training (Annual Cost)	\$ 2,305.12
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6. Supplemental Services	\$ -
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7. Bed Rate Per Diem	\$ 166.18
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Contract	
<u>Total Amount</u>	
\$	515,573.16

Department of State Hospitals

Forensic Services Conditional Release Program
Page 5 of 5

CONREP PROGRAM - EXHIBIT B
SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT
DSH 7001 (NEW 03/14)

Contractor Name: Gateways Hospital	Contract Begin Date: 7/1/2015	Submission: 2/23/2015
Contract No. 15-78015-000	Contract End Date: 12/31/2015	Modification:
Los Angeles	Total months of contract 6	Amendment:

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Caseload
28	42	31				101

2. State Hospital Liaison Services by Patient Visits and Trips

	Napa	Metropolitan	Patton	Atascadero	Coalinga	Sylmar	Total
a. Patient Visits	10	70	622	299	36	13	1,050
b. No. of Trips	\$ 2.00	18	122	53	4	5	204

3. Required Services Reimbursement Rates

	Monthly Cost
Forensic Individual Contact	\$ 25,304.10
Group Contact	\$ 5,060.82
Case Management	\$ 27,724.95
Home Visits	\$ 8,990.05
Collateral Contact	\$ 1,950.52
Substance Abuse Screening	\$ 3,371.27
Annual Case Review (Assessment)	\$ 3,904.56
Court Reports - COT Patients	\$ 16,564.81
Psychiatric Practice	\$ 14,493.49
State Hospital Liaison Visit Reports	\$ 36,677.51
Total Required Services (includes overhead)	\$ 144,042.10

Administrative Services	\$ 67,415.00
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Total Monthly Allocation	\$ 211,457.10
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4. On Call	\$ -
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5. Indirect Costs (based on approved A87 percentage) (Annual Cost)	\$ 95,023.25
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6. Regional Meetings & Forensic Training (Annual Cost)	\$ 8,881.15
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7. Supplemental Services	\$ 12,849.78
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8. Supplemental Services - Subcontracted	\$ -
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Contract
Total Amount

\$ 1,449,745.72

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, or any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts

pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 or a violation of section 12 shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State

premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with TB test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties may amend this Agreement for time or money at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and

Department of State Hospitals

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Exhibit D, Special Terms and Conditions

subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

Revision 09-30-14

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
 - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
 - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
 - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,

- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,
- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.

- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. network-based firewall and/or personal firewall,

- b. continuously updated anti-virus software and
 - c. patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
 - iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
 - iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
- i. what data elements were involved and the extent of the data involved in the breach,
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
 - iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
 - v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.

Department of State Hospitals

Gateways Hospital and Mental Health Center
Agreement No. 15-78015-000

Exhibit E, Confidentiality and Information Security Provisions

- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

Revision 09-30-14

EXHIBIT F

INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 37 10 01 or similar), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability**

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Motor Vehicle Liability**

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Professional Liability**

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually

performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

☐ **Performance Bond**

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☐ **Payment Bond**

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

☒ **Workers' Compensation**

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If requested by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals – Sacramento
Attention: Grace Parker
1600 9th Street, Sacramento, CA 95814
grace.parker@dsh.ca.gov
Phone: 916/654-3742
Fax: 916/653-8752

5. SELF-INSURANCE REQUIREMENTS

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
- i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the

Department of State Hospitals

Gateways Hospital and Mental Health Center
Agreement No. 15-78015-000
Exhibit F, Insurance Requirements

Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.

- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

Revision 03-11-15

EXHIBIT 26

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

A-15-356

AGREEMENT NUMBER 15-78013-000
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of State Hospitals

CONTRACTOR'S NAME

San Joaquin County Mental Health Services

2. The term of this Agreement is: July 1, 2015 through June 30, 2016
3. The maximum amount of this Agreement is: \$ 963,624.86
Nine Hundred Sixty-Three Thousand Six Hundred Twenty-Four Dollars and Eighty-Six Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 13 pages

Exhibit B – Budget Detail and Payment Provisions 4 pages

Exhibit C* – General Terms and Conditions GTC-610

Check mark one item below as Exhibit D:

- ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement) 9 pages
- ☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Confidentiality and Information Security Provisions 7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Joaquin County Mental Health Services

BY (Authorized Signature)



DATE SIGNED (Do not type)

11/3/2015

PRINTED NAME AND TITLE OF PERSON SIGNING

Katherine Miller, Chair, Board of Supervisors
County of San Joaquin

ADDRESS

1212 North California Street
Stockton, CA 95202

STATE OF CALIFORNIA

AGENCY NAME

Department of State Hospitals

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Dawn DiBartolo, Chief, Acquisitions and Business Services Office

ADDRESS

1600 9th Street, Room 101 Sacramento, CA 95814

California Department of General
Services Use Only

☒ Exempt per:
Welfare and Institutions Code,
§4360, (a) & (b)

J. MARK MYLES

County Counsel

DSH USE ONLY

☐ Contractor ☐ Contract Manager ☐ Accounting ☐ State Controller

By 
Deputy County Counsel

Department of State Hospitals

San Joaquin County Mental Health Services
Agreement No. 15-78013-000
Exhibit A, Scope of Work

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES

- A. San Joaquin County Mental Health Services, hereafter referred to as Contractor, agrees to provide the California Department of State Hospitals (DSH), Forensic Conditional Release Program (CONREP), with the services described herein:

2. SERVICE LOCATIONS:

- A. The services shall be performed for the Department of State Hospitals at the contractor's business address, any additional site(s) as determined by Contractor, and in the State Hospitals as needed.

3. SERVICE HOURS:

- A. The services shall be provided during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays. Contractor shall maintain a 24-hour phone line for emergency contact and keep the DSH informed of any changes to that number.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement will be:

Contract Managers:

Department of State Hospitals:		San Joaquin County Mental Health Services	
Section/Unit: Conditional Release Program		Section/Unit:	
Attention: Heather Chiappuzzo Program Operations Manager		Attention: Annie Forsythe	
Address: 1600 9th Street, Room 410 Sacramento, CA 95814		Address: 1212 North California Street Stockton, CA 95202	
Phone: (916) 651-6787	Fax: (916) 654-2111	Phone: (209) 468-8752	Fax: (209) 468-2399
Email: heather.chiappuzzo@dsh.ca.gov		Email: aforsythe@sjcbhs.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Pursuant to Welfare and Institutions Code (WIC) Section 4360 (a) and (b), the DSH operates a CONREP. Through contract with private providers or counties, DSH provides a statewide system of community mental health treatment and supervision to the designated population of judicially

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San Joaquin County Mental Health Services
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Exhibit A, Scope of Work

committed individuals, including those committed pursuant to the following Penal Code (PC) sections: Not Guilty by Reason of Insanity (PC 1026/WIC 702.3), Incompetent to Stand Trial (PC 1370), Mentally Disordered Sex Offender (former WIC 6316), Mentally Disordered Offender (PC 2972) and the Mentally Disordered Offender (PC 2964(a)) hereinafter referred to as "CONREP patients."

- B. Contractor agrees to provide services to San Joaquin county's CONREP patients, pursuant to the CONREP Policy and Procedure Manual. Services shall also be performed at some or all of the DSH hospitals, on an as needed basis. These services shall be forensic treatment services with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.

6. CONREP POLICY & PROCEDURE MANUAL

- A. Contractor acknowledges it has received a copy of the CONREP Policy and Procedure Manual, Volume I and II (the "Manual") and has had an opportunity to review the terms and provisions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications or provisions which constitute the Agreement, the following order of precedence shall apply:

- i. Standard Agreement, STD 213; and
- ii. This Exhibit A – Scope of Work, including specifications incorporated by reference; and
- iii. All attachments incorporated in the Agreement by reference, and
- iv. CONREP Policy and Procedure Manual, Volume I and II (the "Manual")

The Manual, as referenced in this agreement, may be amended by DSH from time to time. Contractor shall operate CONREP in accordance with the Manual, including any future amendments to the Manual. DSH shall provide Contractor with notice of any amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to DSH within ten (10) business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by DSH. DSH and Contractor shall negotiate in good faith changes to the Manual.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall provide services consistent with the CONREP Clinical Treatment Required Services (hereinafter referred to as the Required Services). Contractor shall provide the specific Required Services at least at the minimum frequency and duration as indicated in Section E.
- B. Prior to, and as part of performing the Required Services, Contractor shall assess each patient's functioning and risk and determine the appropriate Required Service Care Level, which includes Intensive, Intermediate, Supportive, Transitional, Aftercare or Statewide Transitional Residential Program (STRP) treatment levels.

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- C. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient less frequently than outlined in Section E, Contractor must obtain prior written approval from DSH for a waiver of Required Services before deviating from the levels of service indicated in Section E.
- D. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient more frequently than outlined in Section E, Contractor must obtain prior written approval from DSH for pre-authorization of such services. For the purposes of this Agreement, such services shall be considered Supplemental Services.
- E. Contractor shall provide the following Required Services, as outlined in the Manual:
 - i. Forensic Individual Contact
 - a. Contractor shall provide four (4) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Intensive Care Level.
 - b. Contractor shall provide three (3) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Intermediate Care Level.
 - c. Contractor shall provide two (2) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Supportive Care Level.
 - d. Contractor shall provide one (1) service per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session for patients receiving services at the Transitional or Aftercare Care Levels.
 - ii. Group Contact
 - a. Contractor shall provide four (4) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Intensive Care Level.
 - b. Contractor shall provide three (3) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Intermediate Care Level.
 - c. Contractor shall provide two (2) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Supportive Care Levels.
 - d. Contractor shall provide one (1) service per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per session for patients receiving services at the Transitional Care Level.

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iii. Case Management

- a. Contractor shall provide eight (8) hours per month at fifteen (15) minutes per session for patients receiving services at the Intensive Care Level.
- b. Contractor shall provide two (2) hours per month at 15 minutes per session for patients receiving services at the Intermediate, Supportive, Transitional or Aftercare Care Levels.

iv. Home Visits

- a. Contractor shall provide two (2) services per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Intensive Care Level.
- b. Contractor shall provide one (1) service per month with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Intermediate or Supportive Care Levels.
- c. Contractor shall provide one (1) service per quarter with a minimum of sixty (60) to a maximum of one-hundred-twenty (120) minutes per visit for patients receiving services at the Transitional or Aftercare Care Levels.

v. Collateral Contact

- a. Contractor shall provide two (2) services per month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Intensive Care Level.
- b. Contractor shall provide six (6) services per year, every other month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Intermediate, Supportive or Transitional Care Levels.
- c. Contractor shall provide one (1) service per month, which may be in conjunction with a Home Visit, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts for patients receiving services at the Aftercare Care Level.

vi. Substance Abuse Screening

- a. Contractor shall provide four (4) services per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Intensive Care Levels.
- b. Contractor shall provide two (2) services per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Intermediate or Supportive Care Levels.

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- c. Contractor shall provide one (1) service per month with a minimum of fifteen (15) minutes per session for patients receiving services at the Transitional Care Level.
 - d. Contractor shall provide one (1) service per quarter with a minimum of fifteen (15) minutes per session for patients receiving services at the Aftercare Care Level.
- vii. Annual Case Review
 - a. Contractor shall provide one (1) service per year for patients receiving services at the Intensive, Intermediate, Supportive, Transitional, Aftercare or STRP Care Levels.
- viii. Psychiatric Services
 - a. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) per month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Intensive Care Level.
 - b. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) every other month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Intermediate Care Level.
 - c. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) progress note (medication check) every other month of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Supportive Care Level.
 - d. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and three (3) progress notes (medication check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Transitional Care Level.
 - e. Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; one (1) annual note per year of one (1) hour duration; and one (1) to two (2) progress notes (medication check) per year of forty-five (45) minutes duration (including visit and documentation) for patients receiving services at the Aftercare Care Level.
 - f. Contractor shall provide one (1) annual note per year of one (1) hour duration for patients receiving services at the STRP Care Level.
- F. As part of the Required Services, Contractor shall complete state hospital liaison visits for judicially committed and Mentally Disordered Offender (MDO) patients at least twice per year per patient. The visits shall be conducted either on-site or by video-conference; however, one visit must be on-site per year per patient. Contractor shall, at a minimum, review all patients' medical records and treatment plans; conduct face-to-face or video-conference meetings with patients; consult with each patient's inpatient treatment team; and conduct an assessment of each patient's treatment progress and readiness for treatment in the community, including identification of specific barriers to community treatment. Contractor shall provide written reports which detail the specifics of the hospital liaison visits within 45 days after the visit. Contractor shall complete the visits at the DSH

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state hospital in which the patient resides. Contractor shall have a monitoring system to ensure report completion and timely submission to DSH.

- G. Contractor shall maintain the contracted caseload and provide Required Services specific to each county as detailed in Exhibit B, Budget Detail and Payment Provisions. Contractor acknowledges that, in addition to other auditing and/or compliance-review rights retained by the DSH under this Agreement, the DSH may monitor the Contractor for compliance with administration and treatment of CONREP patients comprising the caseload. The Contractor is expected to show documentation of caseload compliance for any given time period, which may include, but not be limited to time sheets for employees, scheduled appointments for each employee, patient records, or other method to validate percentages of time dedicated to CONREP. Contractor acknowledges that this information may be compared to the contracted caseload. The Contractor is required to ensure that staff positions funded pursuant to this Agreement are reserved solely for the provision of Required Services, regardless of caseload size.
- H. Contractor agrees that the DSH shall have access to facilities, programs, documents, records, staff, patients, or other material or persons the DSH deems necessary to perform monitoring and auditing of services rendered, in its sole and absolute discretion.
- I. Contractor further acknowledges that while the DSH may monitor Contractor program operations to determine compliance with DSH policies, regulations, statutes, the Manual, and contract requirements, Contractor shall be solely responsible for its compliance with State and Federal laws applicable to operating a CONREP program and shall seek its own legal counsel for advice on these laws.
- J. Program Administration – as part of the Required Services:
 - i. Contractor shall administer the CONREP Program serving the designated population in accordance with WIC Section 4360 (a) and (b), as noted in this Agreement.
 - ii. Contractor shall nominate a qualified Community Program Director, who is responsible for case management, placement evaluations, and who will serve as the court liaison.
 - iii. Contractor shall have an internal clinic Policy and Procedure Manual which shall reflect clinic operations and incorporate the Manual.
 - iv. Contractor shall establish and maintain effective working relationships with the judiciary, District Attorneys, Public Defenders, Parole Agents, and local law enforcement officials.
 - v. Contractor shall have a monitoring system to ensure the Required Services are provided at the minimum frequency and duration as indicated in Section D of this Agreement, unless otherwise approved by DSH, in accordance with the patient's Care Level.
- K. Community Outpatient Treatment Admission and Assessment Process – as part of the Required Services:
 - i. Contractor shall develop recommendations to the Courts for admission of prospective CONREP patients.

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- ii. Contractor shall work with the appropriate state hospital, Parole Agent and California Forensic Assessment Project (CFAP) panel to complete all required assessments and other required steps for CONREP patients to be approved for admission to outpatient services.
- iii. Contractor shall develop written "Terms and Conditions of Release to Outpatient Treatment" that are specific to each patient.

L. As part of the Required Services:

- i. Contractor shall develop, review, and revise individual wellness and recovery treatment plans for each CONREP patient at least annually, through multidisciplinary treatment team consultation, and collaboration with the patient.
- ii. Contractor shall assist as needed in obtaining psychotropic medications, adhere to the Manual, participate in a program-specific plan for providing clozapine services, and support and facilitate participation in a Psychopharmacological Consultation System when required, but shall not provide physician services.
- iii. Contractor shall respond to Special Incidents and law enforcement issues, with coverage 24 hours a day, 7 days a week, and with the capacity to arrange for/or provide emergency transportation of CONREP patients.
- iv. Contractor shall provide treatment to follow the Risk, Needs, Responsivity/Forensic Focus model in the context of a wellness and recovery approach to care.
- v. Contractor shall provide forensic interventions, including documentation, to address patient-specific criminogenic risk factors, including identification of warning signs, precursors, criminal thinking styles and patterns, and high-risk conditions/situations.
- vi. Contractor shall provide mental health treatment to support individualized recovery and address a patient's understanding of and ability to live with chronic mental illness, including necessity of medication compliance.
- vii. Contractor shall provide psycho-educational training to address coping and social skills related to time management, goal-setting, consequential thinking, stress management, anger management, and safety issues related to any history of trauma, interpersonal communication, conflict resolution, activities of daily living, job skills, and recreation skills.
- viii. Contractor shall provide substance abuse treatment, including monitoring for abstinence from prohibited substances, psycho-education regarding co-occurring substance use and psychiatric disorders, relapse prevention, and integration into community resources, including self-help groups such as Alcoholics Anonymous and Narcotics Anonymous.
- ix. Contractor shall provide interventions consistent with the psychological and cognitive level and learning style of the CONREP patient, including but not limited to:
 - a. Interventions that are trauma-informed and support safety and stability.
 - b. Interventions that are gender-responsive.

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- c. Interventions that are culturally appropriate and sensitive to a diversity of cultures.
- d. Interventions that are consistent with the cognitive challenges associated with chronic mental illness.

M. Contractor shall provide the following reports – as part of the Required Services:

- i. Contractor shall develop and submit quarterly (four (4) per year) Progress and Annual Dispositional Reports to the Courts. Contractor shall have a monitoring system to ensure report completion and timely submission to the Courts.
- ii. Contractor shall develop and submit pre-placement evaluations for Penal Code (PC) 1370 Incompetent to Stand Trial (IST) and PC 1026 Not Guilty by Reason of Insanity (NGI) individuals. For the purposes of this Agreement, this requirement is considered a Supplemental Service.
- iii. Contractor shall complete annual case reviews by multidisciplinary staff in collaboration with CONREP Physician, resulting in updated treatment goals and objectives in patient's individualized wellness and recovery treatment plan; disposition recommendations to the Courts/Board of Prison Hearings in the annual reports; and modification of the patient's "Terms and Conditions of Outpatient Treatment."
- iv. Contractor shall provide annual assessment of competence to stand trial for CONREP patients found IST.
- v. Contractor shall develop discharge plan and Community Aftercare Plan for CONREP patients receiving Transitional and Aftercare levels of service.

N. Contractor shall provide the following services, as part of the Required Services, related to a patient's possible Revocation/Re-hospitalization:

- i. Contractor shall provide consultation to CONREP patients prior to requesting revocation/re-hospitalization.
- ii. Contractor shall complete the appropriate re-hospitalization and revocation paperwork with specific justifications/clinical rationale that address public safety considerations.
- iii. Contractor shall cooperate with law enforcement agencies, Parole Agents, Court officials, and state hospitals to ensure continuity of care of CONREP patients during the revocation/re-hospitalization process.

O. Contractor shall provide the following services, as part of the Required Services, related to patient grievances:

- i. Upon admission / re-admission, Contractor shall provide an orientation and education on the patient grievance process for each CONREP patient.
- ii. Contractor shall post CONREP Grievance Procedures in each clinic in a visible, commonly used area.

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P. As part of the Required Services, Contractor shall:

- i. Provide clinical notes following any mental health service to include, but not be limited to, services provided, patient's response/interaction, specific problem behaviors, warning signs and/or any pertinent observations, and actions taken in response to mental health services. Clinical notes shall reflect that criminal history, mental illness and treatment plan goals were addressed during service contacts.
- ii. Maintain psychiatric documentation produced by the CONREP Physician that includes generic names of medications, dosage, route of administration, diagnosis, frequency of administration, and refill numbers.
- iii. Maintain CONREP patient records that include the State Hospital Liaison file and referral packet; photo identification; current Terms and Conditions of Outpatient Treatment; copy of Department of Justice Notice of Registration Requirement form SS8047; quarterly and annual court progress reports; personal belongings designation form; clinical and medical information; CFAP report and current Annual Case Review; MH 7025 Individual Risk Profile form; positive toxicology results; polygraph results/reports; MH 1716 Patient Transaction form; current court Minute Order for PC 1026 and PC 2972 Mentally Disordered Offender (MDO) patients designating continued civil commitment.
- iv. Maintain a Special Incident file that is separate from the CONREP patient record.
- v. Maintain a hospital liaison file for each state hospital patient receiving liaison visits, which is incorporated into the patient record once the patient is admitted to CONREP outpatient services.
- vi. Retain "batched" negative urine drug screen laboratory test results for twelve (12) months.
- vii. Retain CONREP patient criminal history summaries in a secure file separate from the CONREP patient record.
- viii. Maintain a voter registration form, Tarasoff documentation, family/victim correspondence, identification of other individuals' names and psychological records, including prior client profiles, raw test data, test results, HCR-20 coding sheets, and PCL-SV scoring summaries in a file separate from a patient's record.
- ix. Complete Patient Transaction Form, MH 1716, and enter patient status information into the CONREP Data System within required timeframes. Patient admissions, transfers, and AWOL status shall be entered the same day or first business day after the event. Patients who are on Not Available and on discharge status shall be entered within three (3) business days of occurrence.
- x. Provide to the DSH Contract Manager monthly data on delivery of Required Services by the 15th of each month following the month of service.

Q. Contractor shall provide the following services, as part of the Required Services, related to Credentialing/Staff Training and Supervision:

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- i. Unless granted a waiver pursuant to WIC 5751.2, and the "Waiver of License Process" outlined in the Manual, Contractor shall ensure that all treatment services are performed by staff licensed, credentialed, and/or certified as is appropriate to the scope of their practice, and in accordance with the laws and regulations of California. Such licensure shall be maintained in good standing without conditions at all times. Contractor shall not allow any person to practice in CONREP whose license has been revoked or suspended for any reason.
 - ii. Upon becoming aware that charges have been filed with the licensing authority regarding any person working in a CONREP program, the Contractor shall immediately inform the Contract Manager of the charges and the status of the licensee both with regard to the licensing authority and nature of the employment with the Contractor. Contractor should inform the Contract Manager of relevant stages of the investigation and disposition of the charges.
 - iii. Contractor shall complete comprehensive law enforcement background checks of its staff as set forth in the Manual with ongoing recertification through California Department of Justice Information Bulletins and updates.
 - iv. Contractor shall provide orientation, training and clinical supervision of program staff as required on forensic issues, risk assessment, substance abuse screening, infection control, and provision of care.
 - v. Contractor shall attend regional meetings at least twice per year and Forensic Training once per year, as determined by DSH in its sole and absolute discretion.
- R. The Contractor agrees, unless otherwise permitted by DSH at its sole discretion, to lease all equipment for program operations. All requests to purchase equipment instead of leasing shall be submitted to the DSH Contract Manager in writing. At the conclusion of the contractual relationship between the DSH and the Contractor, the Contractor shall provide a final inventory to the DSH that includes an inventory of all equipment purchased during the contract term. If purchased with funds from DSH, DSH shall own the property and final disposition of such equipment shall be handled at the discretion of DSH.
- S. Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Agreement, fluent shall be defined as, "able to understand, speak and write in English in a medical and non-medical environment, with full comprehension."
- T. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas. Contractor must be in possession of a valid picture identification card at all times while in any DSH secured area.
- U. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor or personnel is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.

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- V. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- W. If services shall be provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- X. If services shall be provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- Y. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not use any tobacco products, (including smokeless tobacco) on the DSH grounds (WIC section 4138).
- Z. If services shall be provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
 - i. Contractor's Employees may be issued a personal duress alarm (PDA) device. At the time of issuance, instructions on how to operate/maintain each device will be provided to Contractor's Employees. In the event of negligent loss/damage of the issued equipment, Contractor's Employees agree to pay for replacement cost.
 - ii. Contractor understands that Contractor's Employees providing services through a sally port or into a secured area of a DSH facility shall submit to a fingerprint and background check, as well as a mandatory drug screening.
- AA. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- BB. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

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CC. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.

DD. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

- A. DSH shall provide orientation to the CONREP program to Contractor staff which have not received orientation previously, as designated by Contractor and at the discretion of DSH. Such orientation shall include an overview of State policy and procedures, the Manual and appropriate statutes related to the program.
- B. DSH shall be responsible for the development and design of the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with State and Federal laws and DSH policies and procedures.
- C. DSH shall provide clinical and administrative direction and support to Contractor and oversight of program. Any direction, support, or assistance provided by DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement.
- D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule. Contractor understands and agrees that it may be subject to at least four (4) on site visits per year.
 - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or

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service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

- v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at mutually agreeable rates. Contractor agrees to notify DSH one hundred eighty (180) days prior to the termination date of the initial term and each subsequent extended term of any changes to the rates or terms of the Agreement which Contractor desires to have implemented with respect to the succeeding term. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

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Exhibit B, Budget Detail and Payment Provisions

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by the Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one original and three copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable
 - v. Invoice total

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3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. Charges/rates shall be computed in accordance with the budget on page 4 of Exhibit B and as follows:
 - i. "Total Monthly Allocation" represents the monthly reimbursement rate to Contractor for the performance of all Required Services.
 - ii. "On Call," "Indirect Costs," "Regional Meetings and Forensic Training," and "Supplemental Services" (both provided directly and via subcontract), represent the maximum allocation, if any, that Contractor can charge for these services throughout the term of the Agreement. The definition of these services, as well as the requirements for providing such services, can be found in the Manual.
 - iii. For "On Call," "Indirect Costs," "Regional Meetings and Forensic Training," and "Supplemental Services" (both provided directly and via subcontract), Contractor shall bill at rates not to exceed those agreed upon in writing by the DSH and Contractor during the negotiation of this Agreement.

The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH

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Exhibit B, Budget Detail and Payment Provisions

makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

- B. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- C. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- D. Travel Reimbursement

The Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of the contractor.

6. COST SETTLEMENT:

- A. Contractor shall reconcile budgeted vs. actual amounts within ninety (90) days of the expiration of the term of this Agreement, or upon the close of each Fiscal Year if the Agreement term is long than one Fiscal Year, utilizing a cost settlement form provided by DSH. If the Contractor has any remaining unexpended funds for the fiscal year, Contractor shall reimburse DSH within thirty (30) days following the submission of cost settlement.

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Forensic Services Conditional Release Program

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CONREP PROGRAM - EXHIBIT B

SUMMARY OF RATE SERVICES & CASELOAD COVERED BY THIS CONTRACT

DSH 7001 (NEW 03/14)

Contractor Name: San Joaquin County Mental Health Svc	Contract Begin Date: 7/1/2015	Submission:
Contract No. 15-78013-000	Contract End Date: 6/30/2016	Modification:
	Total months of contract 12	Amendment:

1. Required Services - Caseload

Intensive	Intermediate	Supportive	Transitional	Aftercare	STRP	Total Caseload
16	6	6	1	1		30

2. State Hospital Liaison Services by Patient Visits and Trips

	Napa	Metropolitan	Patton	Atascadero	Coalinga	Sylmar	Total
a. Patient Visits	34	4	4	24	2		68
b. No. of Trips	11	2	2	6	2		23

3. Required Services Reimbursement Rates

	Cost
Forensic Individual Contact	\$ 113,874.78
Group Contact	\$ 11,745.24
Case Management	\$ 126,128.18
Home Visits	\$ 88,357.15
Collateral Contact	\$ 68,799.35
Substance Abuse Screening	\$ 36,814.11
Annual Case Review (Assessment)	\$ 11,685.92
Court Reports - COT Patients	\$ 47,447.83
Psychiatric Practice	\$ 71,005.92
State Hospital Liaison Visit Reports	\$ 38,160.76
Total Required Services	\$ 610,354.22

Administrative Personnel	\$ 153,012.00
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4. On Call	\$ 41,994.24
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5. Indirect Costs (based on approved A87 percentage) (Annual Cost)	\$ 6,930.63
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6. Regional Meetings & Forensic Training (Annual Cost)	\$ 5,648.84
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7. Supplemental Services	\$ 45,160.92
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7. Supplemental Services - Subcontracted	\$ 100,524.00
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Contract
Total Amount

963,624.86

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Exhibit D, Special Terms and Conditions

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, or any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

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5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

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- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

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- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

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- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

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19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts

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pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 or a violation of section 12 shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State

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premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.

- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with TB test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties may amend this Agreement for time or money at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and

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subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

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EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
 - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
 - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
 - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,

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- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,
- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.

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- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. network-based firewall and/or personal firewall,
 - b. continuously updated anti-virus software and

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- c. patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH

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- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
- i. what data elements were involved and the extent of the data involved in the breach,
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
 - iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
 - v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov

14. INTERNAL PRACTICES

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- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

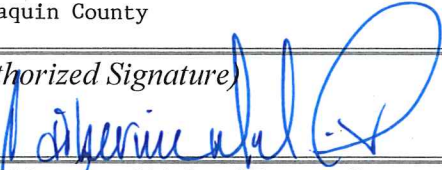
- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> San Joaquin County		<i>Federal ID Number</i> 94-6000531
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Katherine Miller, Chair, Board of Supervisors, County of San Joaquin		
<i>Date Executed</i> 11/3/2015	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.